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## CURRENT TOPICS.

IT WILL be seen from the notice printed in another column that the large number of eighty-three actions is to be transferred to the Queen's Bench Division from the lists of the five Chancery judges. This transfer, together with that which is to be made to Mr. Justice WRIGHT, ought to afford a sufficient relief to the Chancery judges, so that suitors may not be delayed in the hearing of their actions. Whether the suitors in the transferred actions will be benefited depends on the place in the Queen's Bench list which the transferred actions will take.

SINCE the announcement that a considerable transfer of actions from the Chancery Division to the Queen's Bench Division is to take place, an opinion has been very generally entertained that the Government have no intention at present of adopting the recommendation of the Council of Judges urging the necessity for the appointment of another chancery judge. Naturally it would occur to anyone, who was informed that many actions which, in fact, should be instituted in the Queen's Bench Division are marked for the Chancery Division, to inquire whether there is any special reason for this choice, and, if so, what that reason is. It can hardly be the expectation of a more speedy hearing, for experience shews that no such expectation is warranted by circumstances. On the other hand, from the fact that for a great portion of the legal year most of the judges of the Queen's Bench Division are away on circuit, it may be thought more advantageous to accept the slow but steady working off of the list of a chancery judge, combined with the knowledge of the case being set down before, and assigned to, a particular judge. Thus there is loss of uncertainty in the Chancery Division when a case is coming into the daily cause list, and less necessity to be anxious in watching the lists of several courts, not knowing what judge will try the action or whether the counsel retained will be available when wanted. Whatever the reason may be, we have the fact that Queen's Bench actions are often instituted in the Chancery Division.

THE SETTLED LAND ACT, 1890, provides (section 16, sub-section (ii.)) that

"The persons (if any) who are for the time being under the settlement trustees with future power of sale, or under a future trust for sale, of the land to be sold, or with power of consent to or approval of the exercise of such a future power of sale, and whether the power or trust takes effect in all events or not,"

are to be trustees of the settlement for the purposes of the Settled Land Acts, 1882 to 1890, if there are no trustees of the

settlement within the Act of 1882. A form of will which is not at all unusual contains a general devise to "A., B., and C., hereinafter called my trustees," on trust for A. for life, and after his death "my trustees" are to hold the land on trust for sale. Then the question arises, Is A. during his own life one of the trustees of the will for the purposes of the Settled Land Acts, or, in other words, is A. one of the persons who can on a sale give a receipt for the purchase-money? The answer to this question depends upon the construction to be put upon the section already cited—in other words, Who are meant by the persons who are trustees with future power of sale? Do they include A., or do they not? There appears to be a manifest absurdity in saying that A. is a trustee with a power which can never be exercised by him. A man cannot exercise a power which is not to be exercised till after his death. These considerations shew that in the case supposed A. is not one of the trustees for the purposes of the Acts, and we are indebted to a learned correspondent for informing us that Mr. Justice CHITTY has recently in chambers taken this view of the provision in question.

THE CASE of *Jay v. Johnson*, before the Court of Appeal on the 8th inst. (reported elsewhere), decided that leave will not be given to issue execution on a judgment more than twelve years old. The question arose on the construction of the Real Property Limitation Act, 1874 (37 & 38 Vict. c. 57), section 8 of which enacts that "no action, suit, or other proceeding shall be brought to recover any sum of money secured by any mortgage, judgment, or lien, or otherwise charged upon or payable out of any land or rent, at law or in equity, or any legacy, but within twelve years next after a present right to receive the same shall have accrued to some person capable of giving a discharge for, or release of, the same," &c. In the year 1878 the plaintiff in the action recovered a judgment on a covenant in a mortgage deed against the defendant in the action, but no execution had ever been issued on this judgment; accordingly, a summons had now been taken out by the executor of the plaintiff under ord. 17, r. 4, and ord. 42, r. 23, for leave to carry on proceedings and issue execution against the executor of the defendant. It was argued on behalf of the plaintiff in the summons that, as a sum of money secured by a judgment is no longer a charge on land until the land is actually delivered in execution, the judgment debt in this case was not within the contemplation of section 8 of the Real Property Limitation Act, not being a sum of money charged on or payable out of land or rent. But the court held, on the authority of *Watson v. Birch* (15 Sim. 523) and *Henry v. Smith* (2 Dr. & War. 391), that "judgment" included judgments which were merely personal, and was not restricted in its sense to such judgments as were charged on land or rent. This being the law, the question arises, What is a judgment creditor to do who, through the insolvency of his debtor, is unable to obtain satisfaction of his judgment within the twelve years? At common law, if a judgment creditor did not issue execution within a year and a day after entering judgment, he was obliged to bring an action of debt on the judgment (see *Wms. Saund.*, vol. 2, notes to *Jeffreson v. Morton*). This proving a cumbrous proceeding, the Statute of Westminster II. enacted that a judgment creditor should be at liberty to sue out a writ of *scire facias*, and thereby revive the judgment; and on the passing of this enactment the action of debt on a judgment fell into disrepute, the plaintiff in such an action being deprived of his costs by 43 Geo. 3, c. 46, s. 4, unless he could show good cause for proceeding in this way rather than by the simpler method of *scire facias*.

Up to the passing of 3 & 4 Will. 4, c. 27, it appears that this remedy by *scire facias* was open to a judgment creditor at any period of time up to twenty years after judgment, and even longer if he could prove conclusively (see *Grenfell v. Girdlestone*, 2 Y. & C. 662) that the debt had not been paid. After twenty years, however, there was a very strong presumption that the debt had been paid, and in the absence of conclusive evidence to the contrary the judge would direct the jury to find the issue of payment in favour of the defendant (see *White v. Parnter*, 1

*Knapp*, 288, 289, and *Willaume v. Gorges*, 1 Camp. 217, where evidence that the judgment debtor had been insolvent, and in the opinion of his friends unable to pay the debt, was held not sufficient to rebut the presumption of payment). On the passing of 3 & 4 Will. 4, c. 27, the period within which a *scire facias* could be brought to revive a judgment was limited to twenty years on the analogy of the presumption at common law, a *scire facias* having been held to be an "action," and therefore within the terms of section 40 of that Act (see *Co. Lit.* 290b, 291; *Obrian v. Ram*, 3 Mod. 198; and 2 *Wms. Saund.*, notes to *Jeffreson v. Morton*). Further enactments were passed with reference to the writ of *scire facias* by the Common Law Procedure Acts, which, however, we need not dwell upon, the effect of the various statutes being that until the passing of the Real Property Limitation Act, 1874, a judgment creditor had twenty years, and after that Act twelve years, within which he might revive his judgment. Now, however, since R. S. C., ord. 17, r. 4, and ord. 42, r. 23, have been enacted (for the rules have the force of Acts of Parliament, repealing all inconsistent enactments), the *scire facias* may well be considered obsolete. It is submitted, therefore, that there is now no statutory proceeding by which a judgment may be revived, or, in other words, there is no statutory remedy, apart from bankruptcy proceedings, for a judgment creditor who, through the continued insolvency of his debtor for twelve years, has not found it worth while to issue execution. The result appears to be that in such a case the judgment creditor must revert to the common law as it stood before the passing of the Statute of Westminster II., and bring an action of debt on the judgment and recover judgment in this action within twelve years from the date of the judgment on which he sues, a curious result of all the enactments passed on the subject from the time of Edward I. to the time of the Judicature Acts.

IT IS NOT surprising that a firm of brewers who take possession of a public-house and leave the previous occupier in as the nominal owner of the business, though he is in fact only a manager for them, should be held liable, as in the case of *Watteau v. Fenwick & Co.* (reported elsewhere), recently decided by Lord COLERIDGE, C.J., and WILLS, J., for goods supplied to him in the ordinary course of trade. In some cases, indeed, the liability of the principal seems to be put upon the ground that he has held the other party out as *his agent*, and this, of course, could not be so unless the fact of agency was known. In *Smith v. M'Guire* (3 H. & N. 554) POLLOCK, C.B., said: "If a man by his conduct holds out another as his agent, by permitting him to act in that character and deal with the world as a general agent, he must be taken to be the general agent of the person for whom he so acts, and the latter is bound, though in a particular instance the agent may have exceeded his authority." But here the person who made the contract had professed to act as agent, and the only question was as to the fact of agency, and the extent of the authority of the agent. The cases as to the liability of undisclosed principals shew that it is not necessary for the principal actually to hold out the other party as an agent. It is sufficient that agency does in fact exist, the liability of the principal being based upon the circumstance that he has put the agent in a position to enter into the contract in question. In *Edmunds v. Bushell and Jones* (L. R. 1 Q. B. 97), the authority chiefly relied on in the present case, JONES employed BUSHELL to manage a business for him, the business being carried on in the name of "BUSHELL & Co." JONES opened a banking account in this name, and BUSHELL had authority to draw cheques, but was forbidden to draw or accept bills of exchange, though it appeared that such drawing and accepting was incidental to the particular business. BUSHELL accepted bills in the name of the firm, and it was held that JONES was liable. "The case," said COCKBURN, C.J., "falls within the well-established principle that, if a person employs another as an agent in a character which involves a particular authority, he cannot by a secret reservation divest him of that authority." And so MELLOR, J.: "It would be very dangerous to hold that a person who allows an agent to act as a principal in carrying on a business, and invests him with an apparent authority to enter into contracts incidental to it, could



limit that authority by a secret reservation." Hence the matter is based upon the mere employment of the agent rather than upon the holding him out as such, and the system of "tied houses" naturally results in liability on the part of the brewers when the tie is so close as to reduce the publican to the position of a manager.

THE JUDGMENT of Mr. Justice CHITTY in *Re Lander and Bagley's Contract* (1892, 3 Ch. 41) adds a further point—or, rather, a further development—to the mass of decisions on the question as to what are "usual covenants" in a lease. On an open contract for a lease of a public-house you cannot insert a covenant by the lessee to reside on the premises and personally conduct the business. That the question of what is a "usual covenant" does not depend on the nature of the property was laid down both by Lord THURLOW in *Henderson v. Hay* (3 Bro. C. C. 632) and by Lord ELDON in *Church v. Brown* (15 Ves. 258). An agreement for a lease of a public-house containing no express provisions as to the covenants to be inserted is to be carried into execution in the same manner as an agreement for a lease of any other kind of property; hence, although every lease of a public-house may contain the covenant referred to, still, since it is not commonly inserted in leases of other houses and other property, it is not a "usual covenant." Whatever we may think of the reasonableness of this rule, it is well settled, and we think that the learned judge was right in his decision that neither the above-mentioned covenant nor a covenant not to assign without consent could be inserted in the lease. But, although we always feel great hesitation in questioning any decision of Mr. Justice CHITTY, we venture to think that he should hardly have accepted so absolutely as he did the impetuous judgment of Lord Justice JAMES in *Hodgkinson v. Crowe* (L. R. 10 Ch. 622) as settling the question whether a proviso for re-entry on breach of covenant was "usual." In that case the learned Lord Justice stigmatized such a proviso as "a most odious stipulation, . . . offensive, . . . oppressive beyond measure," and he added, "it never, in my opinion, has been submitted to by lessees except upon a general notion that lessors are men of honour and liberality, and will not incur the odium which they would incur in the eyes of their neighbours if they endeavoured to enforce their strict right by insisting on a forfeiture of a valuable estate." But even the Lord Justice did not venture to say that, as a matter of fact, a proviso for re-entry on breach of covenant was not at that time in practically universal use in leases of all kinds of property. And, whether that was so or not, it appears from the decision of the late Master of the Rolls in *Hampshire v. Wickens* (26 W. R. 491, 7 Ch. D. 555) that "usual" means "according to the general practice of mankind"; so that apparently the general practice at any particular time is to be the rule as to what are "usual covenants." No one would pretend to say that at the present day it is not the general practice to insert a proviso for re-entry on breach of covenant in leases of all descriptions of property. But the most important point, we are disposed to think, that Mr. Justice CHITTY overlooked is, that since the decision in *Hodgkinson v. Crowe* section 14 of the Conveyancing Act, 1881, has rendered Lord Justice JAMES's invective pointless, and has removed the real ground on which that case was decided.

A DECISION of some interest to a section of the general public was given by Sir JOHN BRIDGE at the Bow-street Police Court this week. The question was whether the scheme of awarding prizes to successful competitors in what is known as the "Missing Word Competitions" is a lottery within the Acts 42 Geo. 3, c. 119, s. 2, and 4 Geo. 4, c. 60, s. 41. The first-mentioned enactment imposes penalties on any person who shall "keep any office or place to exercise, keep open, shew, or expose to be played, drawn, or thrown at or in, either by dice, lots, cards, balls, or by numbers or figures, or by any other way, contrivance, or device whatsoever, any game or lottery called a Little Goe, or any other lottery whatsoever not authorized by Parliament." And the latter statute is directed against the sale of "any ticket or tickets, chance or chances, in any lottery or lotteries,

except such as are, or shall be, authorized by this or any other Act of Parliament to be sold," and the publishing of "any proposal or scheme for the sale of any ticket or tickets, chance or chances, share or shares of any ticket or tickets, chance or chances, except such lottery or lotteries as shall be authorized as aforesaid." The defendants were the proprietors and printers of a newspaper called *Pick Me Up*, and the scheme in respect of which the proceedings were taken was as follows:—The public were invited (in the issue of the paper of the 26th of November) to supply the missing word in the following sentence, which was printed at the end of an account of the accommodation at a workhouse or almshouse:—"The better kind of paupers live there. They have a motive for exertion and becoming pride in the desire to make their little chamber neat and —." Any competitor might send in as many words as he pleased, but a coupon cut from the newspaper, and a remittance of one shilling, were to accompany each word sent. The proprietor placed in sealed envelopes a number of words, more or less appropriate. One of these envelopes was drawn haphazard, and the entrance moneys were divided between the competitors who had sent in the word which had been so selected. The arguments turned upon the question, Is success in such a competition the result of chance or of skill? The learned magistrate thought the former was the case, and that the defendants had brought themselves within the provisions of the Lottery Acts; he imposed a nominal fine, this being, it is understood, a test proceeding, and expressed his willingness to state a case for the opinion of the High Court if called upon to do so. This case is therefore still, to some extent, *sub judice*, and we touch upon it with diffidence. It appears to us, however, that the decision of the magistrate is open to question. The process by which the right word may be arrived at is not entirely governed by chance; there are only a certain number of words which could properly fill the gap in the sentence, and a certain degree of skill—not a very high degree, we admit—is required for the selection of a word which will at least "make sense." If once an appreciable element of skill be introduced the scheme is, we submit, no longer a "distribution of prizes by lot or chance" (Webster's Dictionary, *sub. voc.* "lottery"). This view is borne out by the decision of a divisional court (DAY and LAWRENCE, JJ.) in *Reg. v. Hulton* (39 W. R. 540). In that case prizes were offered to those who should correctly insert on a coupon cut from a page of the defendant's racing guide the names of the winning horses in six, five, or four named races to be run in the ensuing week, the particular races being chosen with a view to make the selection of the winners very difficult. The element of chance, as it seems to us, enters at least as largely into that scheme as into the "Missing Word Competition," but the court held that there was no lottery. We understand that in similar "Missing Word Competitions," as conducted by other newspapers, one word only, being the word which is considered by the manager of the competition to be the most appropriate, is selected as forming the true answer. Instead of the winning word being merely one selected haphazard out of a number of fairly appropriate words, it is the one which appears to a presumably competent writer of language to be the right word in the right place. This method of conducting the competition, as it appears to us, is calculated to increase the element of skill, the object of the competitors being to emulate the critical skill of the person who has selected the one most appropriate word. This would place the persons responsible for a competition so conducted in a better position as regards the defence on the ground of "skill" than were the proprietors of *Pick Me Up*; and if this be so it appears to follow that the case which has lately come before Sir JOHN BRIDGE cannot be taken to be decisive of the lottery question with respect to all the "missing word competitions" which are being carried on by the proprietors of different newspapers.

THE ABSOLUTE right of appeal to the Court of Appeal, without leave to appeal first obtained, in respect of a judgment of a divisional court in admiralty, altering the judgment of a county court judge in an admiralty action, was upheld in the case of *The Dart* (reported elsewhere). It was there contended by the respondents that, as leave to appeal had been refused in the

court below, no appeal would lie, because section 45 of the Judicature Act, 1873, makes the decision of the High Court final with regard to appeals from the county court, except when leave to appeal is given. This contention, however, was not allowed to prevail, the Court of Appeal holding that the enactment relied upon in support of the preliminary objection, being clearly inconsistent with section 10 of the County Courts Act, 1875 (38 & 39 Vict. c. 50), which expressly dispenses with leave to appeal where the judgment of the county court in an admiralty case has, on appeal, been altered, was *not in force* when the County Courts Act, 1888, was passed, and was, therefore, not revived by section 188 of that Act, which, while repealing the County Courts Act, 1875, expressly provides that such repeal shall not revive any enactment "*not in force*" at the commencement of the repealing Act.

## RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE.

### I.

THE cases affecting the county courts which have been determined during the last twelve months are certainly of more than average number and importance. Most of them have already from time to time received notice in these columns. It is now, however, proposed, in accordance with what has for some years past been our custom, to consider them in the aggregate, dealing first with those affecting the *jurisdiction* of the county courts.

Most of the cases involving county court jurisdiction concern what may be termed the admiralty side of those courts. But there are two or three cases, touching their *ordinary* jurisdiction, which claim prior attention. In *Hawkins v. Rutter* (40 W. R. 238; 1892, 1 Q. B. 668) it was held that an action for trespass to land, to which the plaintiff has an *undisputed* possessory title, is not an action in which the title to any corporeal hereditament is in question, and is, therefore, not excluded from the jurisdiction of the county courts by the operation of section 56 of the County Courts Act, 1888. It was also held in the same case that a public right of navigation is not an *easement* within section 60 of the County Courts Act, 1888, which ousts the jurisdiction of the county court, where such a right is in question, only in cases where the existence of a dominant and servient tenement is established. In *Poster v. Reeves* (40 W. R. 695; 1892, 2 Q. B. 255) the jurisdiction of the county court to entertain an action for arrears of rent brought against a tenant who had quitted possession of a house which exceeded £500 in value, and was held by him under an executory agreement for a lease from his landlord, was considered. It was there held that the county court had no power to adjudicate upon the case, because the equitable doctrine relied upon by the plaintiff, namely, that a tenant holding under an agreement for a lease, of which specific performance would be decreed, stood in the same position as if a lease had actually been granted, was available only where the court in which the action was brought had jurisdiction itself to decree specific performance. The case of *East End Benefit Building Society v. Slack* (60 L. J. Q. B. 359), which must here be noticed, was one in which the jurisdiction of the county court under the Debtors Act, 1869 (32 & 33 Vict. c. 32), was invoked by the assignee of a judgment debt, who took out a judgment summons, under section 5 of that Act, in the name of the judgment creditor, without having previously obtained leave as required by ord. 25, r. 9 of the County Court Rules, 1889. It was held that the county court judge had rightly refused to hear the summons, as under the above circumstances, he clearly had no jurisdiction over it, though it would seem that, had the requirements of the rule above referred to been complied with by the assignee, his application might have been determined by the county court.

The cases relating to the *admiralty jurisdiction* of the county courts must now be considered. In *Reg. v. Judge of the City of London Court* (40 W. R. 215; 1892, 1 Q. B. 273) it was held that a county court has no jurisdiction on its admiralty side to entertain an action *in personam* against a pilot for negligence. This decision accords with the ruling of Dr. LUSHINGTON in *The Urania* (10 W. R. 97), which was followed in *The Alexandria*

(L. R. 3 Ad. & E. 574, 21 W. R. Dig. 230) and in *Flower v. Bradley* (23 W. R. 74). In *Turner v. Mersey Board and Harbour Docks* (40 W. R. 535; 1892, P. 285) it was held that an action *in personam* by an owner of a ship against a dock company, in respect of damage sustained by a ship colliding with the wall of the defendant's dock, is not within the jurisdiction of the Court of Admiralty, and, therefore, is outside that conferred upon the county courts by the Admiralty Jurisdiction Acts. The case of *Pugsley v. Hopkins* (40 W. R. 596; 1892, 2 Q. B. 184), which must next be noticed, is one of considerable public importance. It was there held that section 2 of the County Courts Admiralty Jurisdiction Act, 1869 (32 & 33 Vict. c. 51), gives the county courts jurisdiction in cases of claims arising out of bills of lading, as well as in those arising out of charter-parties, and that an admiralty action by a shipowner for demurrage against the holder of a bill of lading is, therefore, maintainable in a county court. It was also there held that such an action is rightly commenced in the county court within the jurisdiction of which the plaintiff resides, though the cargo may be within the district of another county court, and the vessel itself on the high seas, as it relates to the vessel, and not to the cargo, and is, therefore, governed, not by sub-section 1, but by sub-section 2, of the County Courts Admiralty Jurisdiction Act, 1868 (31 & 32 Vict. c. 71). In *The Hero* (40 W. R. 143; 1891, P. 294) it was held that an action for breach of a charter-party was rightly brought in a county court having admiralty jurisdiction within the district of which the defendants, charterers of the ship, dwelt, though at the time of its institution the ship was not within the jurisdiction of the court selected by the plaintiffs, who, moreover, did not themselves reside within the district of such court for admiralty purposes. From this case it would seem that section 74 of the County Courts Act, 1888, enabling every action or matter within that Act to be commenced in the court in which the defendants, or one of them, dwelt at the time of commencing the action or matter, applies to actions instituted in a county court having admiralty jurisdiction, notwithstanding the special provisions as to such actions contained in section 21 of the County Courts Admiralty Jurisdiction Act, 1868, which have never been actually repealed.

Turning from the admiralty jurisdiction of the county courts to that conferred upon them *in bankruptcy* and by *special statutes*, there are several cases to which attention may usefully be called. In *Ex parte Official Receiver, Re Arnold* (40 W. R. 288) it was held that a county court judge rightly declined to exercise his alleged jurisdiction in bankruptcy, under the following circumstances—namely, where an application was made to him by a creditor, in the name of the trustee in bankruptcy, for possession of property alleged to form part of the bankrupt's estate, after the trustee had assigned to such creditor all his right and interest to bring, prosecute, or carry on, either in a court of bankruptcy or elsewhere, any action or other proceeding to recover such property. The jurisdiction of the county courts under the Friendly Societies Act, 1875 (38 & 39 Vict. c. 60) was considered in *Wilmot v. Grace* (40 W. R. 350; 1892, 1 Q. B. 812). It was there held that an award, dissolving a friendly society, made by the Chief Registrar of Friendly Societies, is final and conclusive as regards the merits, and that a member of the society cannot maintain an action in the county court to set aside or vary such award on the ground that an insufficient sum has been awarded to him as his share of the funds. It would, moreover, we may mention, appear to be doubtful whether proceedings may validly be taken in a county court to set aside an award upon grounds *outside the merits*, and, therefore, whether the Treasury Regulations, 1888, by which forms are prescribed for use in the county court in such proceedings, are not *ultra vires*. The jurisdiction conferred on the county courts by the Lunacy Act, 1890 (53 & 54 Vict. c. 5), was under consideration in the case of *Re Noyce* (40 W. R. 371; 1892, 1 Q. B. 602), where it was held that a vesting order as to stock standing in the name of a lunatic can only be made by a judge of the High Court exercising jurisdiction in lunacy, and that a county court judge has no power to make such an order.

The *derivative jurisdiction* of the county courts has been the subject of one or two cases, recently decided, which we will now proceed to notice. In *Burkill v. Thomas* (40 W. R. 250;



1892, 1 Q. B. 312), it was held that an action of contract which, by section 65 of the County Courts Act, 1888, may be remitted by the High Court "to any court in which the action might have been commenced," may be remitted to any county court in which the action might have been commenced, *whether with or without leave of the judge or registrar*. The power to transfer the proceedings to the county court under the Companies (Winding-up) Act, 1890 (53 & 54 Vict. c. 60), was considered in *Reg. v. Judge of the East Stonehouse County Court and How* (65 L. T. 730), where it was held that there is power under section 3 of the Act, to transfer to a county court proceedings in a voluntary winding up, and that, even assuming that the order for that purpose cannot be made by a chief clerk, the validity of such an order cannot be questioned in the county court, but only upon appeal against or on motion to set aside such order. In this connection it may be mentioned that in the recent case of *Re Laxon* (40 W. R. 410) it was held that there is power in a High Court judge to whom has been assigned the exercise of jurisdiction under the Companies (Winding-up) Act, 1890, to transfer to the High Court a petition which has been presented for winding up a company in the county court before any order has been made on the petition. We will conclude our notice of recent cases affecting the jurisdiction of the county courts with *Reg. v. Judge of the Southampton County Court and Fisher & Co.* (65 L. T. 320), in which it was held that when a county court judge, after hearing so much of a case as relates to the jurisdiction, declines to hear and determine it, erroneously believing that he has no jurisdiction, an order, in the nature of a *mandamus*, will lie to compel him to do so.

## THE RULE IN SHELLEY'S CASE.

### II.

*Heirs.*—The limitation to the "heirs" or "heirs of the body" must be to the heirs or heirs of the body of the person who takes the estate of freehold; a limitation to the heirs of one of his ancestors will not suffice (1 Prest. on Est. 322).

Also, the "heirs" must be the heirs of the person who takes the prior estate of freehold, and of that person only. So that if the gift be to A. for life, with remainder to the heirs of the bodies of A. and B., where A. and B. are husband and wife or can marry, so that they can have a common heir of their bodies, A. does not take an estate tail, but it is a contingent remainder in tail to the heirs of the bodies (Elph. N. & C. Interpretation, 239; 2 Jarm. on Wills, 341).

On the other hand, if the tenant for life and the other person from whom the heirs are to proceed cannot marry, either because they are of the same sex or because, if they are of different sexes, they are within the prohibited degrees, it is absurd to suppose that the "heirs" are to be heirs of both their bodies, and therefore the limitation is construed to be a limitation to the heirs of the body of the tenant for life and the other person respectively, which confers an estate tail in one moiety on the tenant for life and a contingent estate tail in the heir of the body of the other person as purchaser.

Of course, if the limitation to the heirs depends upon a condition precedent which does not take effect, the limitation itself fails, and there is no case for the application of the rule (*Brookman v. Smiles*, L. R. 6 Ex. 294; s. c., 7 Ex. 271. See the discussion in 1 Prest. on Est. 333).

It need hardly be said that no expression of intention that the heirs or heirs of the body are to take by purchase (1 Hargrave Law Tracts, 561), or that they are to take *inter se*, not in the manner pointed out by law, but severally and successively by way of remainder (*Lowe v. Davis*, 2 Id. Raym. 1561), or as tenants in common (*Doe v. Smith*, 7 T. R. 532; *Jefson v. Wright*, 2 Bl. L.), or that there is a power of appointment in favour of the heirs (*Jordan v. Adams*, 9 C. B. N. S. 483), will prevent the rule from operating.

"Heirs" or "heirs of the body" with superadded words of limitation.—First, if the superadded words of limitation are not at variance with the words "heirs" or "heirs of the body"—i.e., if they do not alter the course of descent—they will not prevent

the rule from operating. Thus, where the limitations were to the use of A. for life, with remainder to the use of the heirs male of his body and the heirs male of the body of such heirs male, it was held that A. took an estate in tail male. But, on the other hand, if the superadded words change the course of descent, the "heirs" or "heirs of the body" take by purchase: see *Shelley's case* (1 Rep. 95b), *Doe v. Laming* (2 Burr. 1100), *Bayley v. Morris* (4 Ves. 788), *Right v. Creber* (5 B. & Cr. 800), where the limitation in remainder was to "the heirs of the body, their heirs and assigns, share and share alike," and it was held that "heirs of the body" meant children.

On the other hand, if the limitation in remainder is to the "heirs male of the body, their heirs and assigns," with a gift over on the failure of male issue, or to the "heirs of the body and their heirs" (even with words of distribution), with a gift over on the failure of issue, the rule applies: *Wright v. Pearson* (Fearn C. R. 126), *Nash v. Coates* (3 B. & Ad. 839), *Mills v. Seward* (1 Jo. & H. 733), *Measure v. Gee* (5 B. & Ald. 90).

Mr. HAWKINS states (Hawkins on Wills, 186) that "upon the whole it is conceived that, as the rule now stands, words of limitation (whether general or special) will in future be held to have no more effect than words of distribution in excluding the operation of the rule." While this opinion is probably correct, the point can hardly be considered to be conclusively settled. Indeed, it has been said, on the other hand, that where superadded words of limitation are distinctly inconsistent with the nature of the first words, as where the limitation is to the use of A. for life, with remainder to the use of his heirs and assigns and the heirs female of their bodies, the rule will be excluded: *Shelley's case* (1 Rep. 95b; see this discussed Fearn C. R. 182, *et seq.*).

It will be observed that in all these cases the question is really one of interpretation—viz., whether the prior words of limitation can bear some secondary meaning, as children or the like. If they do not, the second words of limitation may be explained as explaining merely what the testator believed to be the nature of the course of descent conferred by the prior words.

*Heirs or heirs of the body meaning children.*—Of course, the instrument may show unequivocally that the words "heirs" or "heirs of the body" mean children or any other persons, or some specified individuals of the class of heirs, and if this be the case the rule cannot apply.

This was held to be the case where the gift was "to A. and his heirs lawfully begotten—that is to say, to the first, second, and other sons successively, and the heirs of their bodies," "to the heirs male of the body of A., the elder of such sons and the heirs male of his body being preferred to the younger of such sons and the heirs male of their bodies, and, in default of such issue, to the daughters of A.": *Lowe v. Davies* (2 Lord Raym. 1561), *Goodtitle v. Herring* (1 East. 264); see also *Fetherston v. Fetherston* (3 Ol. & Fin. 67) and the cases cited Elph. N. & C. Interp. 256. Cases have occurred in which the words heir male or heirs male of the body have been shewn to mean some of the children, owing to their being used after some of the children had been specifically mentioned, to stand for all the rest of them. As, for example, where the limitations were to the use of A. for life, remainder to the use of his first son and of the heirs male of his body, with similar limitations to the use of the second, third, fourth, fifth, and sixth sons, remainder to the use of "the right heir male of A. to be begotten after the sixth son, and of his heirs male" (*Waller v. Snow*, Palm. 359); and where the limitations were to the use of E. for life, remainder to the use of the first son of the body of E., with like limitations to the second, third, and fourth sons by distinct clauses in tail, with the words following after the limitation to the fourth son, "and so severally and respectively to every of the heirs male of the body of the said E., and the heirs male of the bodies of such heirs male according to their ages and seniorities," and, for want of such issue, over: *Lisle v. Gray* (2 Lev. 223; s. c., T. Raym. 278, 302, 315. In *Jordan v. Adams* (9 C. B. N. S. 483) a reference to the ancestor of the heirs of the body as their father was argued to be sufficient to shew that by heirs of the body was meant children, but the court was equally divided.

## REVIEWS.

## BOOKS RECEIVED.

**Shelford's Real Property Statutes.** Comprising the Principal Statutes relating to Real Property passed in the Reigns of King William IV. and Queen Victoria. With Notes of Decided Cases. Ninth Edition. By THOMAS H. CARSON, Barrister-at-Law; assisted by HAROLD B. BOMPAS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

**Oke's Magisterial Formulist.** Being a Complete Collection of Forms and Precedents for Practical Use in all Cases out of Quarter Sessions and in Parochial Matters. Seventh Edition. By HARRY LUSHINGTON STEPHEN, LL.B., Barrister-at-Law. Butterworths.

**London Chamber of Arbitration. A Guide to the Law and Practice.** By MONTAGUE SHEARMAN, M.A., and THOMAS W. HAYCRAFT, B.A., Barristers-at-Law. Effingham Wilson & Co.

**The Practice of the London Chamber of Arbitration. A Guide for Arbitrators and Disputants.** Shewing the Steps to be Taken in Referring and Deciding Disputes. With an Appendix containing the Arbitration Act, 1889; the Rules of the Chamber; and all Necessary Forms. By LESLIE PROBYN, Barrister-at-Law, and L. WORTHINGTON EVANS, Solicitor. Waterlow Bros. & Layton (Limited).

## CASES OF THE WEEK.

## Court of Appeal.

"THE DART"—No. 1, 12th December.

**PRACTICE—ADMIRALTY—APPEAL FROM DECISION OF DIVISIONAL COURT ON APPEAL FROM COUNTY COURT—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 45—COUNTY COURTS ACT, 1875 (38 & 39 VICT. c. 50), s. 10—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 188, sub-section 5.**

This was an appeal from a decision of a Divisional Court in Admiralty. The action was brought by Joseph Westwood and others against the owners of the sailing barge *Dart* on the admiralty side of the Rochester County Court. The county court judge gave judgment for the defendants, and the plaintiffs appealed to the Divisional Court (Sir Francis Jeune and Bruce, J.), who reversed the decision of the county court judge, and refused to give leave to appeal. The defendants now brought this appeal to the Court of Appeal, when the preliminary objection was taken by the plaintiffs that no appeal lay. It was contended on the part of the plaintiffs that an appeal was precluded by section 45 of the Judicature Act, 1873, which enacts that the determination of an appeal from a county court by a divisional court shall be final unless special leave to appeal from the same to the Court of Appeal shall be given by the Divisional Court. There was a similar provision as regards admiralty cases in the County Courts Admiralty Jurisdiction Act, 1868 (31 & 32 VICT. c. 71), section 29 of which enacted that there should be no appeal from a decree or order of the High Court of Admiralty made on appeal from a county court except by express permission of the judge of the High Court of Admiralty. This section was repealed by section 12 of the County Courts Act, 1875, and section 10 of that Act provided that, where the High Court of Admiralty affirmed a judgment of a county court, there should be no appeal except by leave, but that where the High Court of Admiralty altered a judgment of a county court no leave to appeal should be necessary. But the whole of the County Courts Act, 1875, had since been repealed by section 188 of the County Courts Act, 1888. There was therefore now nothing to prevent section 45 of the Judicature Act from applying to such a case as the present. It was contended on the part of the defendants that, inasmuch as the Judicature Act, 1873, came into operation on the 1st of November, 1875, and the County Courts Act, 1875, came into operation on the 2nd of November, 1875, and section 45 of the former Act was inconsistent with section 10 of the latter Act, it followed that section 45 of the Judicature Act did not apply to admiralty cases like the present; so that, at any rate after the passing of the County Courts Act, 1875, section 45 of the Judicature Act was not an enactment in force as regarded such admiralty cases; and section 188 of the County Courts Act, 1888, which repealed the County Courts Act, 1875, provided, by sub-section 5, that the repeal should not revive any enactment not in force at the commencement of the Act. Therefore, section 45 of the Judicature Act, not being an enactment then in force so far as regarded such admiralty appeals, was not revived. There was no statutory enactment now in existence which prevented an appeal lying in this case.

THE COURT (LORD ESHER, M.R., and LOPES and KAY, L.JJ.) thought that the contention of the defendants must prevail, and held that an appeal lay. The court then heard the case and ultimately dismissed the appeal.—COUNSEL, *Pyke, Q.C.*, and *H. Stokes; Bucknill, Q.C., J. C. Gordon, and Henriques. SOLICITORS, Ingledew, Ince, & Colt, for Basset & Boucher, Rochester; Lowless & Co.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

**Re CATHCART**—No. 1, 13th December.

**LUNACY—ALLEGED LUNATIC—INQUIRY INTO MENTAL CONDITION—ALLEGED LUNATIC FOUND TO BE OF SOUND MIND—COSTS OF INQUIRY—POWER TO**

**MAKE ALLEGED LUNATIC PAY PETITIONER'S COSTS—CHARGING ORDER—LUNACY ACT, 1890 (53 VICT. c. 5), s. 109.**

This was an appeal from an order of Lindley, Bowen, and Kay, L.JJ., sitting in lunacy, as to the costs of an inquiry in lunacy instituted by Mr. J. T. Cathcart against his wife, Mrs. Cathcart. The inquiry took place before a master in lunacy and a jury, and, after lasting seventeen days, resulted in a verdict that Mrs. Cathcart was of sound mind and capable of managing herself and her affairs. An application was then made on behalf of the petitioner to the Lords Justices that they should exercise the discretion given to them by section 109 of the Lunacy Act, 1890, by directing that all his costs of the inquiry should be paid by Mrs. Cathcart. The facts of the case are fully reported in 40 W. R. 257. The Lords Justices thought that, on the one hand, Mrs. Cathcart had so behaved herself as to give ample grounds for instituting an inquiry into the state of her mind, and, on the other hand, that Mr. Cathcart had treated her with a certain harshness, and had thereby placed himself in a hostile position towards her. They exercised their discretion by ordering that Mrs. Cathcart should pay two-thirds of Mr. Cathcart's costs out of a capital sum of £10,000 Consols, of which she was possessed as her separate property. This rule was made on the 16th of December, 1891. On the 3rd of August, 1892, Lindley, L.J., made an order directing that the two-thirds of Mr. Cathcart's costs should be charged on the £10,000 Consols, and should be paid thereout. And on the 31st of October he made a further order directing the Official Solicitor to execute a transfer of a sufficient amount of the Consols to satisfy the costs so directed to be paid. Mrs. Cathcart appealed from these three orders. A preliminary objection was taken that no appeal lay. It was argued on behalf of Mrs. Cathcart that an appeal was expressly given by section 18, sub-section 5, of the Judicature Act, 1873, which gave the Court of Appeal all the jurisdiction vested in the Judicial Committee of the Privy Council upon appeal from any order in lunacy. As to the question of discretion, the husband's conduct had been such as not to entitle him to be relieved of his costs. As to the order of the 3rd of August, there was no power to make an order charging stock or shares except by the machinery of 1 & 2 VICT. c. 110, ss. 14, 15. The Court of Chancery never exercised the power of sale in a summary way except where it was claimed in an action. There ought to have been a separate action asking for a transfer, or a separate proceeding by originating summons: see *Leggett v. Western* (12 Q. B. D. 287). The words in section 109 of the Lunacy Act, "every such order shall have the effect of an order of the High Court," must have been intended to bring such a case as the present within ord. 46, r. 1. It was argued on the part of Mr. Cathcart that the words of section 109 of the Lunacy Act showed that an order made under that section was to be treated as an order of the High Court, and that as no appeal lay from an order of a judge of the High Court as to costs only, where the power to deal with costs was discretionary, no appeal lay here. As to the exercise of discretion, the only question which the judge in lunacy ought to take into consideration was whether the inquiry was for the benefit of the alleged lunatic. And wherever a person manifested such delusions that there was reasonable and probable cause for believing him to be insane and unable to manage himself and his affairs, and he refused to submit himself to medical care, it was for his benefit that the provisions of the lunacy law should be put into operation, and that there should be an inquiry into the state of his mind rather than that he should be left to his own resources. The conduct of the petitioner previous to the inquiry was immaterial, though no doubt if anything improper had been done by him in the course of the inquiry, that might be taken into consideration. As to the order of the 3rd of August, an order made under section 109 of the Lunacy Act was not a charging order under ord. 46, r. 1, and the objections taken thereto by the other side were not tenable. The Lord Justice clearly had jurisdiction under section 109 to make this order, and it followed that he also had jurisdiction to make the subsequent order of the 31st of October under section 14 of the Judicature Act, 1884.

THE COURT (LORD HALSBURY, Lord ESHER, M.R., and LOPES and A. L. SMITH, L.JJ.) dismissed the appeal. They held that an appeal lay, but that there was no ground for interfering with the way in which the Lords Justices in Lunacy had exercised their discretion. They further held that the orders of the 3rd of August and the 31st of October were rightly made.—COUNSEL, *R. O. B. Lana, Q.C., R. F. Norton, and J. W. Manning; Sir H. James, Q.C., English Harrison, and P. S. Stokes. SOLICITORS, Hood, Barra, & Co.; Crauley, Arnold, & Co.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

**JAY v. JOHNSTONE**—No. 2, 8th December.

**LIMITATION—JUDGMENT—EXECUTION AGAINST PERSONAL ESTATE—3 & 4 WILL. 4, c. 27—27 & 28 VICT. c. 112—37 & 38 VICT. c. 57.**

In August, 1878, the plaintiff recovered judgment against the defendant at the Cambridge Assizes for a sum of £5,133. Believing (as was the fact) that the defendant had no means, the plaintiff made no attempt to enforce his judgment by execution. Defendant died in January, 1881, and plaintiff in June, 1891. In July, 1892, defendant's executors having previously acquired assets, plaintiff's executors applied for leave to issue execution against defendant's executors on the judgment of August, 1878. There had been no payment or acknowledgment. The master held that the Act 37 & 38 VICT. c. 57, s. 8, was a bar to execution, and Bruce, J., at chambers, and afterwards the Queen's Bench Division (Lord Coleridge, C.J., and Wille, J.) affirmed his decision. The plaintiff's executors appealed. The appellants contended that though, if they sought to enforce the judgment against real estate, section 8 of the Act 37 & 38 VICT. c. 57 would have applied, yet there was no statutory bar to execution within twenty years against personality. They argued that if this were not so a creditor



entitled to the benefit of a covenant—as to which the period of limitation is still twenty years—would, by bringing an action and merging his covenant in a judgment, shorten the period from twenty years to twelve; and also that, though before 1864 it had been held that a judgment was within 3 & 4 Will. 4, c. 27, s. 40, in 1864, by 27 & 28 Vict. c. 112, judgments ceased *per se* to bind land or be charges upon it, and, therefore, were not within 37 & 38 Vict. c. 57, s. 8. They cited, besides the Acts already mentioned, *R. S. C.*, ord. 42, r. 23; 3 & 4 Will. 4, c. 42; *Sheppard v. Duke* (9 Sim. 567); *Watson v. Birch* (15 Sim. 523); *Sutton v. Sutton* (22 Ch. D. 511); *Re Frisby, Allison v. Frisby* (43 Ch. D. 106); *Hebblethwaite v. Peecer*, (1892, 1 Q. B. 124); *Willoume v. Gorges* (1 Camp. 217); *White v. Purnther* (1 Knapp, 179, 228); *Henry v. Smith* (2 Dr. & War. 381); *Hunter v. Nockolds* (1 M. & G. 640); *Hornsey Local Board v. Monarch Investment Building Society* (24 Q. B. D. 1).

THE COURT (LINDLEY and BOWEN, L.JJ.), without calling upon counsel for the respondents, dismissed the appeal.

LINDLEY, L.J., said that the question raised by the appeal was an extremely important one. Certainly there were difficulties arising from the course the Legislature had taken. In 1833 Parliament for some reason passed two Acts relating to limitation. The time limited by both Acts was the same—viz, twenty years. Shadwell, V.C., in that state of the law, determined that the section which related to judgments was 3 & 4 Will. 4, c. 27, s. 40, and that a judgment twenty years old could not be enforced even as against the personal estate of the judgment debtor. That had been accepted and acted upon without question ever since. It was true that in 1833, and long after, judgments were charges on real estate. The sole purpose of the Act 27 & 28 Vict. c. 112 was to alter the law relating to the registration of judgments, not to alter the time within which a judgment could be enforced, and therefore the construction of 3 & 4 Will. 4, c. 27 was in no way altered. The key to the Act 37 & 38 Vict. c. 57 was to be found in the preamble and in section 9. The purpose was simply to substitute twelve years for twenty in the sections of the previous Act. Even after 1864 judgments continued to be in one sense charges on land. Perplexity had been caused because Parliament had in 1833 passed two Acts dealing with limitation, and had since altered one of them but not the other.

BOWEN, L.J., concurred.—COUNSEL, *Witt, Q.C.*, and *Montague Lush; Finlay, Q.C.*, and *Rev. SOLICITORS, H. J. Comyns; Eardley-Holt, Hulbert, & Hubbard.*

[Reported by H. C. MACKENZIE, Barrister-at-Law.]

#### Re OTTOS KOPJE DIAMOND MINES (LIM).—No. 2, 12th December.

DAMAGES—MEASURE OF—COMPANY—REFUSAL TO REGISTER TRANSFER OF SHARES—CERTIFICATE ISSUED UNDER FORGED TRANSFER—WARRANTY—ESTOPPEL—JURISDICTION TO ORDER INQUIRY AS TO DAMAGES UNDER THE COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 35.

Appeal from an order of Stirling, J., dated the 8th of November. On the 6th of April, 1892, Goode bought 4,300 shares in the above-mentioned company, and received a transfer and certificate under the seal of the company, from which it appeared that his transferor was proprietor of the shares, and he duly paid the purchase-money. He, on the same day, took the transfer and certificate to the company's office for registration, but the clerk declined to receive them, stating that he had received orders so to act. On the 8th of April Goode and his solicitor saw certain of the directors of the company, and again tendered the transfer and certificate for registration, and requested that the matter might be dealt with in the usual course. It appeared that the former secretary of the company had made fraudulent transfers and falsified the share register, and had by fraud induced two of the directors to affix the seal of the company to the certificate on the faith of which Goode had paid his money. This was discovered by the chairman of the company on the 5th of April, 1892, and he had consequently given directions that the transfer and certificate were not to be accepted. At a board meeting on the 13th of April the matter of the transfer was directed to stand over for further investigation into the frauds. Between the 6th and 13th of April the shares had fallen considerably in value. On the 31st of May Goode moved, under section 35 of the Companies Act, 1862, for the rectification of the company's register of members by the insertion of his name as the holder of the shares, and that the company might be ordered to pay him the damages suffered by him by reason of the refusal of the company to insert his name. Upon the hearing of the motion Stirling, J., made no order as to rectification, but directed an inquiry as to the damages sustained by Goode under the circumstances, and ordered the company to pay the amount that should be certified. The chief clerk certified that the amount of the damages was the amount of the purchase-money paid by Goode on the 6th of April and interest thereon. The company's contention was that the damages ought to have been assessed according to the value of the shares on the 13th of April, and they took out a summons to vary the certificate accordingly. Stirling, J., held that the chief clerk had assessed the damages rightly, inasmuch as the company had refused to register the transfer on the 6th of April and had never gone back on that refusal. The company appealed. On behalf of the appellants it was contended that the directors were entitled to a reasonable time for registration, and that that time was the 13th of April, which must be taken as the date of the refusal, and the *Société Générale de Paris v. Walker* (34 W. R. 662, 11 App. Cas. 20) was relied on. For the respondent it was submitted, in reliance on *Re The Bahia and San Francisco Railway Co.* (16 W. R. 862, L. R. 3 Q. B. 584), that the issue of the certificate by the company amounted to a warranty of the shares, and that the cause of action arose on the 6th of April, when the company refused to accept the transfer and certificate.

THE COURT (LINDLEY, BOWEN, and SMITH, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said he doubted very much whether there was any juris-

diction under section 35 to make the order of the 31st of May, 1892, because that section only enabled the court to give damages in cases where the register had been rectified, and in the present case there had been a refusal to rectify it, but as the parties had consented, the matter would be treated as coming within the section. He did not think there was any case which went the length of the respondent's contention, that there was an obligation on the company by way of warranty under the circumstances. The *Bahia* case and others which followed it proceeded on the footing that the company was estopped from denying the truth of what they had certified. The company could not deny Goode's title; he had a right to require them to register him as the owner of the shares, and their improper refusal to do so was the cause of action for which Goode could succeed at law in recovering some damages. Then came the question as to the date of the refusal. It was right both in law and good sense that directors should be entitled to take a reasonable time to look into documents presented to them for registration, but his lordship came to the conclusion that the directors had made up their minds on the 6th of April, and did not want the further time to consider the matter, and that that date must consequently be taken as the date of the refusal. The appeal must be dismissed, with costs.

BOWEN, L.J., also thought it doubtful whether the application for damages was properly made under section 35, for the question was really not one of rectification, but of liability. What was the cause of action? The giving of the certificate amounted to no more than a representation by the company, which, if it were not fraudulent, would not give rise to an action unless there existed a duty or contract at common law to make good the representation. There was no privity between the transferee and the company. The *Bahia* case showed that the company were obliged to act towards the transferee as they would have been obliged to act if his title were good. Estoppel displaced a possible defence of the company, but did not of itself create a cause of action. The cause of action was the refusal of the company to do something they were bound to do. His lordship agreed that the company were entitled to some time, if they wanted it, to look at the documents, and he knew of no case which decided that they were bound to act upon documents the moment they were presented. But here the company did not want time to consider the documents, and the refusal relied on was a refusal to take in or consider the transfer at all.

SMITH, L.J., concurred.—COUNSEL, *Butcher; Buckmaster. SOLICITORS, Foss & Ledson; J. & M. Solomon.*

[Reported by W. A. G. WOODS, Barrister-at-Law.]

#### "THE LANCASHIRE"—No. 1, 9th December.

SHIP—COLLISION—FOG—REGULATIONS OF 1884 FOR PREVENTING COLLISIONS AT SEA, ART. 18.

This was an appeal from the judgment of Gorell Barnes, J. The action was brought in the Admiralty Division by the owners of the steamship *Ariel* against the owners of the steamship *Lancashire* for damage by collision. The collision took place shortly after eight o'clock in the evening of the 10th of June, 1892, in the neighbourhood of the *Owers* lightship in the English Channel. The *Ariel* was a steamer of 1,452 tons net register, and was proceeding from Varna to Hamburg with a cargo of wheat. On the evening of the 10th of June, the weather being calm but foggy, she was at eight o'clock making a speed of about two knots an hour, her course being E. by S. The evidence of the captain of the *Ariel* was to the effect that at five minutes past eight he heard a steam whistle apparently right ahead a long way off; the whistle was heard from time to time, and his own whistle was sounded in answer to it. After listening for about ten minutes, he ported to about E.S.E., and the whistle of the *Lancashire* was then heard on his port bow. He steadied at E.S.E. and the whistle did not get any broader. Five minutes later he saw the *Lancashire* about two points on his port bow a length or two off, and he thereupon reversed his engines and put his helm hard aport, but was struck about fifteen feet abait the stern on the port bow. The *Ariel* sank early on the following morning. The *Lancashire* was a vessel of 2,712 tons register, and was on a voyage at the time from London to Liverpool. The account of her master was that he first heard a steam whistle at 7.46, a point or a point and a half on his starboard bow. His speed was then dead slow, the order having been given at 6.35, on account of the fog. He continually heard the whistle, and it gradually broadened on his starboard bow, and he repeated the order dead slow. He shortly afterwards heard a whistle which aroused his suspicions, because it seemed to come from the same direction as the previous whistle and not to be continuing to broaden. He thereupon stopped his engines, his speed up to that time being about three and a half knots through the water. The next whistle satisfied him that the other vessel was porting and closing rapidly on his starboard bow; he therefore reversed his engines full speed. He then heard two more blasts, and as the second blast was dying away the *Ariel* came into sight, about 150 yards off, two and a half to three points on his starboard bow, crossing the *Lancashire* at an angle of about forty degrees, and the collision took place at seven minutes past eight. Article 18 of the Regulations of 1884 for Preventing Collisions at Sea provides that "every steamship, when approaching another ship so as to involve risk of collision, shall slacken her speed or stop or reverse if necessary." With regard to the *Lancashire* the learned judge put the following question to the Elder Brethren of the Trinity House who assisted him at the trial: Were the indications by the whistle from the *Ariel*, under the circumstances, such as to convey to a master of reasonable skill, in the locality in which the vessels were, that the two vessels were so approaching that they would pass well clear of each other without risk of collision, until the *Ariel* ported? The nautical assessors answered that question in the negative. The learned judge, on that answer, found that

*The Lancashire*, in not slackening speed sooner than she did, had not complied with article 18, and he held that both vessels were to blame for the collision. From this decision the owners of *The Lancashire* appealed.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.), assisted by nautical assessors, dismissed the appeal.

LORD ESHER, M.R.; said that the appeal must be dismissed. It was laid down by Lord Watson in *The Ceto* (14 App. Cas. 670) that "when two steamships, invisible to each other by reason of a thick fog, find themselves gradually drawing nearer, until they are within a few ships' lengths, they are, in my opinion, within the second direction of rule 18, and each of them ought at once to stop and reverse, unless the fog signals of the other vessel have distinctly and unequivocally indicated that she is steered on a relatively safe course and will pass clear without involving risk of collision." In this case the assessors have said that it must have been clear from the whistles of *The Ariel* that that vessel had ported, and that therefore if the vessels proceeded there would be a collision. In obedience to the construction which the House of Lords have put upon rule 18, which we are bound to follow, the appeal must be dismissed.

LOPES and KAY, L.JJ., concurred. Appeal dismissed.—COUNSEL, Sir Richard Webster, Q.C., Bucknill, Q.C., and A. Russell; Sir Walter Phillimore, Pyke, Q.C., and T. F. D. Miller. SOLICITORS, Pritchard & Sons, for Bateson, Warr, & Bateson, Liverpool; Crump & Son.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

### High Court—Chancery Division.

JARRETT v. BRITISH NORTH BORNEO CIGAR CO.—Chitty, J., 9th December.

TRADE-MARK—INFRINGEMENT—INTERLOCUTORY INJUNCTION.

This was a motion to restrain infringement of a trade-mark under which the plaintiffs sold certain brands of cigars. The plaintiffs' mark was a figure of an Eastern girl in dancing posture, and the words Nautch Girl Brand were printed on each side of this figure. The defendants' mark was also a figure of an Eastern girl, and apparently in dancing posture, and the words La Rancee (explained to mean The Rajah's Queen) were printed below the figure. The colouring of the two marks was different. There was no imputation of fraud, the ground of the application being simply misleading resemblance. The plaintiffs relied on *Upper Assam Tea Co. v. Herbert* (7 Rep. Pat. Cas. 183).

CHITTY, J., said that the questions which he had to decide were, first, had the defendants infringed the plaintiffs' trade-mark? and, second, was this a case for an interlocutory injunction? There was no question of fraudulent imitation, or any attempt by the defendants to pass off their goods as the plaintiffs'. On comparing the two marks there were, no doubt, differences, but there were also points of striking similarity. But, as had often been stated by judges in deciding such a question as that before him, the court ought not to minutely compare the two things side by side, but to see how they would strike an ordinary, or, as it had been sometimes put, unwary observer. On that view the defendants' mark did seem to his lordship to be an infringement. It was asked whether the plaintiffs claimed a monopoly of dancing girls as trade-marks. That was not what the plaintiffs claimed, but the exclusive right to put goods on the market under that mark, i.e., the figure of a dancing girl in the posture of the figure in the plaintiffs' mark. See *Upper Assam Tea Co. v. Herbert*. There was one other point. The defendants' skilled witnesses appeared in their evidence to have taken the trade-mark in connection with its surroundings or "get-up," and so to have arrived at the conclusion that the defendants' mark was not an imitation of the plaintiffs'; but that was not the right mode of proceeding. An interlocutory injunction only was asked for, and, the balance of facts being in favour of it, his lordship granted the injunction accordingly. Costs to be costs in the action.—COUNSEL, Bousfield, Q.C., and Walter; Ingle Joyce. SOLICITORS, Ellis, Bickersteth, & Ellis; Hollams, Son, Coward, & Hawchley.

[Reported by J. F. WALEY, Barrister-at-Law.]

BADCOCK v. CUMBERLAND GAP PARK CO.—Stirling, J., 2nd December.

PRACTICE—WRIT—SERVICE OF—FOREIGN CORPORATION—SHAREHOLDERS RESIDENT IN ENGLAND—SERVICE ON LONDON AGENT—SETTING ASIDE—R. S. C., IX., 8.

This was a motion to set aside the service of a writ on a foreign corporation. The defendant company was established to carry on the business of hotel proprietors in Tennessee, America, and was incorporated according to the law of the State of Tennessee. All the directors were resident in America, and the offices of the company were at New York and Cumberland Gap, in Tennessee. The majority of the shares were held by persons resident in England. The company had an agent in London, who kept a register of all the English shareholders, and who was authorized to register transfers of shares, duly signed by the president of the company in America. He was also authorized to receive calls on shares from the English shareholders, and to remit the money to America. His office had the name of the company painted up on the door, as also the names of several other companies. He also issued circulars and notices from his office, stating that it was the London office of the company. Some of the office furniture also belonged to the company, and on one occasion some money belonging to the company had been used by him in business transactions on the Stock Exchange. The action was brought by a shareholder in the company asking for an injunction to restrain the company from carrying into effect a resolution for the reconstruction of the company and for other purposes. The writ was served on the London agent at his office

in London. Counsel for the motion contended that the company carried on no part of its business here, and, therefore, could not be sued in this country. They cited *Newby v. Von Oppen & Co's Patent Firearms Manufacturing Co.* (20 W. R. 383, L. R. 7 Q. B. 293), *Mackreth v. Glasgow and South-Western Railway Co.* (21 W. R. 339, L. R. 8 Ex. 149), *Nutter v. Messageries Maritimes de France* (34 W. R. Dig. 150), *Haggin v. Comptoir d'Escompte de Paris* (37 W. R. 703, 23 Q. B. D. 519). Counsel contra referred to *Newby v. Von Oppen* (ubi supra) and *Russell v. Cambefort* (37 W. R. 701, 23 Q. B. D. 526).

STIRLING, J., said there was no statutory provision affecting service on such a company. The question here arose whether the rules of court with respect to service had been complied with. The rules extended to foreign corporations, and the latest case on the subject was *Haggin v. Comptoir d'Escompte de Paris*. [His lordship read a portion of Cotton, L.J.'s judgment, and continued:—] The result of that passage is that if a foreign corporation sets up here and is resident here and is carrying on business here, it is within the jurisdiction of this court. Is it established in this case that the company carries on a principal part of its business in London? Its main business is to carry on the business of an hotel in Tennessee, America. It undoubtedly has an agent here; his office is used as the agency, and the name of the company is painted up; some of the office furniture belongs to the company, but that is not enough, it must carry on business here. It has lent money on the Stock Exchange, but that is not part of the principal business of the company; it was only one transaction carried on from fortnight to fortnight: it only proves that the company did at one time possess property in this country. It was said that you could obtain rooms in Tennessee by applying in London, but that allegation breaks down. This is a company having its capital in shares, a number of shareholders are resident in England, and there are kept in London certain books under the control of the agent, containing a list of the shareholders, &c. The powers of the agent are limited, and the company is not carrying on a business here within the meaning of the rule as laid down by Cotton, L.J. Therefore the motion must succeed, and the service of the writ must be discharged.—COUNSEL, Buckley, Q.C., and Corson; Hastings, Q.C., and Sirinfen Eady. SOLICITORS, Paine, Son, & Pollock; Arthur Harris.

[Reported by W. S. GUNNARD, Barrister-at-Law.]

### Winding-up Cases.

STRONG v. CARLYLE PRESS (LIM).—C. A. No. 2, 14th December.

COMPANY—WINDING UP—PRACTICE—DEBENTURE-HOLDERS' ACTION—RECEIVER—OFFICIAL LIQUIDATOR.

Appeal from the decision of Vaughan Williams, J., sitting as an additional judge of the Chancery Division. The question raised in this case was whether the receiver appointed by the debenture-holders of the company in a debenture-holders' action ought to be discharged; the circumstances of the case being as follows. The debenture deeds constituted a charge on all the undertaking and property, both present and future, of the company. On the 30th of September, 1892, a petition was presented to wind up the company. On the 10th of October the official receiver was appointed provisional liquidator. On the 11th of October the debenture-holders instituted the present action. On the 14th of October an order was made in that action by the vacation judge appointing a person receiver for the debenture-holders, with authority to manage the business of the company up to the 25th of October. On the 25th of October Vaughan Williams, J., made an order for the compulsory winding up of the company. On the 28th of October, Chitty, J. (to whom the debenture-holders' action had been assigned) made an order that the plaintiffs should be at liberty to proceed with the action notwithstanding the winding up, and also continuing the appointment of the person appointed receiver and manager on behalf of the debenture-holders, but limiting the period of his management to six months. The action was afterwards transferred to Vaughan Williams, J., and on the 24th of November the official receiver (the liquidator in the winding up) took out a summons in the name of the defendant company that the receiver appointed in the debenture-holders' action might be discharged on passing his accounts and lodging the balance in his hands. The debenture-holders, the plaintiffs in the action, opposed this application, which was heard by Vaughan Williams, J., on the 3rd of December, who then granted the application. The plaintiffs now appealed. On the hearing of the appeal it was urged on behalf of the respondents that the debenture deeds were invalid and that the liquidator wanted to be put in a position in which he might be able to contest their validity.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) allowed the appeal with costs.

LINDLEY, L.J., said that the learned judge in the court below had made a mistake; his object was to save expense, but he had undervalued the rights of the mortgagees. The appellants were mortgagees under deeds of mortgage which for the present purpose must be treated as valid; their mortgage security was in peril, and they were entitled to have, and had got, a receiver appointed. The fact that the mortgagor was a company—which had since been ordered to be wound up—did not affect the right of the mortgagees. The respondent (the liquidator) now suggested that his real object was to be put in a position to be enabled to contest the validity of the mortgage deeds, but he could not be permitted to do that at the expense of the mortgagees.

LOPES, L.J., concurred.

KAY, L.J., also concurred, and said that at present there was no im-



peachment of the mortgage deeds. On the facts of the case as it was presented to their lordships it appeared that the assets of the company were £15,000, and the mortgage debt £20,000; the whole of the assets, therefore, belonged to the mortgagees, and what reason was there that they should be taken away from their receiver? The liquidator suggested that the mortgage deed was bad, and said that he wanted to be put in possession of the assets in order to be better able to contest the validity of the mortgage. In his lordship's opinion such a contention was most unreasonable and could not receive the least sanction from the court. One of the reasons given in the case of *Re Joshua Stubbs, Barney v. Stubbs* (39 W. R., at p. 618; 1891, 1 Ch., at p. 481), applied to the present case, where the mortgagees had rightly obtained the appointment of a receiver of their own, and where their rights were outside the liquidation.—COUNSEL, *Crackanthorpe, Q.C.*, and *Beddall*; RIBTON. SOLICITORS, *Clapham & Fitch*; *Piesse & Son*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

## High Court—Queen's Bench Division.

**WATTEAU v. FENWICK & CO.**—9th December.

PRINCIPAL AND AGENT—UNDISCLOSED PRINCIPAL—LIABILITY FOR ACTS OF AGENT—SECRET LIMITATION OF AGENT'S AUTHORITY.

This was an appeal from a decision of the county court judge at Middlesbrough. The plaintiff sued the defendants for the price of cigars supplied to the Victoria Hotel, Stockton-on-Tees. The hotel was kept by a person named Humble, whose name was over the door, but the business, in point of fact, was the defendants', who had put Humble in as manager. Humble was forbidden to buy cigars on credit, but the cigars in question were such as would be usually supplied to, and dealt in at, such an establishment. It was admitted that credit was given to Humble alone. The county court judge held that the defendants were liable, and the defendants appealed. It was argued by counsel for the appellants that, credit having been given to Humble alone, there could have been no holding out by the defendants of him as their agent with authority to buy them goods, and that under such circumstances it was necessary for the plaintiff to prove agency in fact, which he could not do in respect of goods which Humble had no authority to buy. It was contended by counsel for the respondent that, it having been established that the defendants were the real principals, they were liable for the acts of the agent within the usual scope of the authority accorded to such an agent (*Edmunds v. Bushell*, L. R. 1 Q. B. 97), and, further, that when the principals clothed the agent with apparent ownership of the business as "ostensible principal," they were liable for his acts incidental to the business. He cited *Yorkshire Banking Co. v. Beaton and Mycock* (28 W. R. 879, 5 C. P. D. 109), *Summers v. Solomon* (5 W. R. 660, 7 E. & B. 789), *Ramagotti v. Bowring* (8 W. R. 11, 7 C. B. N. S. 851).

Dec. 5.—THE COURT (Lord COLERIDGE, C.J., and WILLS, J.), dismissed the appeal, with costs.

Lord COLERIDGE read the judgment of WILLS, J., to which he assented. There was less direct authority on the case than might have been expected. But the principle applicable was that, once it was established that the defendants were the real principals, the ordinary doctrine as to principal and agent applied—that the principal is liable for all the acts of the agent which are within the authority usually confided to an agent of that character, notwithstanding limitations, between themselves, put upon that authority. It had been said that this applied only where there was a holding out of authority, but that could not be so, otherwise in every case, when the fact of there being a principal was undisclosed, the secret limitation of authority would prevail and defeat the action of persons dealing with the agent and then discovering the principal. The principle applicable here was enunciated in the judgments of Cockburn, C.J., and Mellor, J., in *Edmunds v. Bushell*, and the circumstances of that case came somewhat near to the present. That case had not been questioned; the principle then laid down was clearly right, and very mischievous consequences would ensue if it were not applied.—COUNSEL, *Finlay, Q.C.*, and *Scott Fox*; *Houghton*. SOLICITORS, *Marshall, Sunderland*; *Belfrage & Co.*, for *Bainbridge & Barnley*, Middlesbrough.

[Reported by J. P. MELLOR, Barrister-at-Law.]

## Bankruptcy Cases.

**Re BINSTED, Ex parte DALE**—C. A. No. 1, 3rd December.

BANKRUPTCY—BANKRUPTCY NOTICE—ACT OF BANKRUPTCY—"FINAL JUDGMENT"—DECREE FOR DISSOLUTION OF MARRIAGE—ORDER FOR PAYMENT OF COSTS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 4, SUB-SECTION 1 (g).

This case raised the question as to whether a decree nisi for the dissolution of marriage made by the Divorce Court, which contained an order for the payment of costs by the correspondent, was a "final judgment" within the meaning of sub-section 1 (g) of section 4 of the Bankruptcy Act, 1883. The appellant Dale had obtained a decree nisi for the dissolution of his marriage, and the decree contained an order for the payment of costs against the correspondent Binsted. The decree was made absolute on the 26th of April, 1888, and the costs taxed at £204. A bankruptcy notice was served upon Binsted in respect of them, and, finally, Dale presented a bankruptcy petition against him, on the ground of non-compliance with the notice. The petition was dismissed by Mr. Registrar Hope, on the ground that the order of the Divorce Court was not a "final

judgment" within the above section. The section and sub-section provide in effect that a debtor commits an act of bankruptcy (g), if a creditor has obtained a "final judgment" against him, and, execution not having been stayed, has served upon him a bankruptcy notice requiring him to pay, &c., and he does not within the time limited by the section either comply with the notice or satisfy the court that he has a "counter-claim, set-off, or cross-demand" equal to or exceeding the amount of the judgment debt, and which he could not set up in the action. The following cases were cited: *Re Riddell, Ex parte Strathmore* (32 SOLICITORS' JOURNAL, 275, 20 Q. B. D. 512), *Ex parte Moore, Re Faithful* (29 SOLICITORS' JOURNAL, 265, 14 Q. B. D. 627), *Ex parte Chinery* (28 SOLICITORS' JOURNAL, 687, 37 W. R. 469, 12 Q. B. D. 342), *Ex parte Schmitz* (28 SOLICITORS' JOURNAL, 687, 12 Q. B. D. 509), *Re Henderson* (20 Q. B. D. 509), *Re Crump* (8 Morrell, 174).

THE COURT (Lord ESHER, M.R., and LOPEZ and KAY, L.JJ.) held that the order of the Divorce Court of the 26th of April, 1888, for the payment of costs was not a final judgment within the meaning of section 4, sub-section 1 (g), of the Bankruptcy Act, 1883, and dismissed the appeal. It had been laid down in *Ex parte Chinery* that the words "final judgment" in the above section must be construed strictly, and Cotton, L.J., in that case said that they meant "a judgment obtained in an action by which a previously existing liability of the defendant to the plaintiff is ascertained or established." The language of sub-section 1 (g) of section 4, which spoke of the debtor having a "counter-claim, set-off, or cross-demand," shewed that what was intended was a final judgment in an action in which the party in question might have a counter-claim, set-off, or cross-demand. That could not apply to a proceeding in the Divorce Court, where such a thing was unknown. No bankruptcy notice, therefore, could be issued in respect of this order.—COUNSEL, *H. Reed, Q.C.*, and *J. Eldon Banks*; *E. Clayton*. SOLICITORS, *J. G. Dalsell*; *Ward, Parks, & McKay*.

[Reported by J. P. MELLOR, Barrister-at-Law.]

## LAW SOCIETIES.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 14th inst., Mr. Wm. Frank Blandy (Reading) in the chair. The other directors present were—Messrs. D. Travers Burges (Bristol), H. Morten Cotton, Grantham R. Dodd, Samuel Harris (Leicester), Edwin Hedger, Augustus Helder (Whitehaven), John Hunter, F. H. Janson, J. H. Kays, R. Pidcock (Woolwich), Henry Roscoe, Sidney Smith, R. W. Tweedie, J. J. E. Venning (Devonport), and J. T. Scott (secretary). A sum of £490 was distributed in grants of relief, and other general business was transacted.

### BARRISTERS' BENEVOLENT ASSOCIATION.

The annual general meeting of this association was held in the Middle Temple Hall on the 13th inst. Lord Justice Lindley presided.

From the report of the committee it appeared that during the year twelve new members had joined the association, which now numbered 738. The annual subscriptions during the year amounted to £1,315 17s., and the donations to £251 6s., both amounts being smaller than those received during the previous year. Seventy-six applications for assistance were made during the year, sixty-nine of which were granted and the remainder refused for various reasons. The total amount distributed by the committee was £2,227 3s., but to enable this to be done £200 had to be drawn from capital. The committee made an urgent appeal to the benevolence and generosity of the profession.

Lord Justice LINDLEY, in moving the adoption of the report, said it was not satisfactory that only twelve new members should have joined during the year, nor was it creditable that the capital had had to be dipped into to meet the claims of applicants. They needed either an increase of subscriptions from present members or an increase in the number of members, and to attain the latter they might circulate an account of the work actually done by the association, and they might also appeal to their lady friends (several of whom were present) to use their magnetic influence in the hope of rousing interest in the society. Many of the grants which had been made from their recurrence amounted almost to annuities; this was inevitable, as in many instances they could not be withdrawn or diminished without inflicting suffering upon the recipients. With respect to the cases brought before the committee he could say very little, as one of the features of the association was that no names should be mentioned; the society would be destroyed and its benefits gone if the recipients had to lay their cases before the whole association.

Lord COLERIDGE, in seconding the adoption of the report, said he had heard with great regret that the society was in a sense languishing, but he trusted that the published report might meet the eyes of those barristers not yet subscribers, and that they might thereby become induced to join. As example was better than precept, he had much pleasure in doubling the amount of his subscription to the funds.

Lord ESHER, the Hon. GEORGE DENMAN, and Sir HENRY JAMES also spoke in commendation of the objects of the society.

### THE ASSOCIATED PROVINCIAL LAW SOCIETIES.

#### LEGAL PROCEDURE.

We take the following minutes of proceedings at a special meeting of the Associated Provincial Law Societies, and of other provincial law

societies not members of the association, held at the Law Institution, London, on Thursday, the 17th of November, 1892, on the subject of legal procedure, from an appendix to the report of the Liverpool Law Society:—

Mr. WARR, president of the Liverpool Law Society, who was called to the chair, opened the business of the meeting, and having noticed the fact that invitations to attend the meeting had been sent to every law society without exception, offered a hearty welcome to the non-members who had attended. He observed that regard would be had to the resolutions of the annual provincial meeting at Norwich on the 4th and 5th of October, 1892, and with reference to the resolution (No. 1) as to circuits, observed that in view of the fact that there was a meeting fixed for two o'clock for conference with the special committee of the council, it would be expedient to postpone the consideration of the circuit arrangements until the resolutions as to procedure had been disposed of.

The Norwich resolutions passed at Norwich were then gone through *seriatim*, with the exception that No. 1 was taken last and the following resolutions passed thereon:—

1. As to circuits: That we approve of the principle of grouping on centres in civil causes.\*

2. That it is desirable that the jurisdiction under order 14 should be extended, so as to include all actions to recover land, and all actions where the damages are a matter of calculation, or where a declaration of right only is claimed, and to enable a judge by consent to decide the whole question finally, or, without consent, to direct the mode in which it should be tried.

2A. Suggest as order 14A: Where the only or principal question in an action or contract depends on the construction of a written document or documents, the plaintiff at any time after issuing his writ of summons, or after appearance on an affidavit made by himself, or by any person who can swear positively to the facts, stating shortly the material facts, and that in his belief such facts are not in dispute, and further shewing what is the question of construction, and stating the particulars of his claim either by reference to the indorsement of the writ or otherwise, may apply to a judge (but not to a master or a district registrar) for a judicial construction of such document or documents, and also, if he desires it, for judgment; and the judge, if he is of opinion that *viva voce* evidence is necessary, may make an order declaring what the true construction of the document or documents is, and may also order that judgment shall be signed for the sum claimed or any other sum to be fixed by him or by some person to be agreed on within a limited time; or in default of agreement by an official referee or officer of the court, the judge may also deal with the costs of the action. (3) Such application shall be by summons returnable not less than clear days after service accompanied by a copy of the affidavit and exhibits referred to therein. The defendant before he is heard on such summons shall enter appearance in the action and give notice thereof.

2B. Ord. 3, r. 8, should be amended so as to admit of claims for interest and unliquidated amounts being joined in the same writ with claims for debts or liquidated demands, thus saving the expense of two writs when one should be sufficient.

3. That, in cases not disposed of under order 14, pleadings shall continue to be used.

4. That pleadings shall be deliverable without order during the long vacation.

5. That, instead of adopting the recommendation that a compulsory summons for direction should be taken out at an early stage of the proceedings (which would, in many cases, be a needless expense), this meeting is of opinion that, after the close of the pleadings and before notice of trial is given, application shall be made to a judge to settle the issues of law and fact, and for directions as to the mode of trial or other disposal of the action, subject to the right of either party to a trial by jury in the cases enumerated in ord. 36, r. 2, and in any other case in which the questions involved can conveniently be so tried, and that the action should be tried or disposed of in the manner so directed. That, on the application of either party, the judge may direct admissions to be made of particular documents or facts, or may authorize the proof thereof by some mode of proof other than strict proof, subject to the right of either party to object to any other than strict proof. That, in case of such objection, strict proof should be given, but that the cost of such proof should, in any event, be borne by the party so objecting, unless, in the opinion of the judge at the time, such objection was reasonable.

6. That there should be no alteration in the system of discovery by means of affidavit of documents and interrogatories—we being of opinion that whilst the right to discovery is sometimes abused, the right is of great importance in the interests of justice, and no restriction of such right is advisable. Should the suggestion of the Council of Judges that the leave of the master should be obtained before the discovery or interrogatories be adopted, then it is considered that payment of a deposit should be no longer necessary.

7. Resolution 21 in the judges' report was dissented from, the right to the actual inspection of business books being considered to be absolutely necessary.

\* This resolution gave rise to considerable difference of opinion. The following amendment was moved and supported by eight law societies—viz., Derby, Somerset, Leicester, Yarmouth, Blackburn, Hereford, Anglesea, and Berks:—"That, in the opinion of this meeting, the discontinuance of the practice of holding civil assizes in such county would give rise to great inconvenience and largely increased expense to suitors, and that consequently grouping on centres proposed by the Council of Judges is to be deprecated, but that special arrangements should be provided for great commercial centres." The amendment was dissented from by the following ten societies, viz., Liverpool, Manchester, Plymouth, Wakefield, Hull, Yorkshire, Durham, Nottingham, Newcastle, and Leeds. The resolution was supported by the ten societies mentioned and dissented from by the eight societies first referred to.

\* See ord. 64, r. 12.

8. That there should be no interference by the court or any officer between solicitors and their clients, as suggested in resolutions 44, 45, and 71.

9. That in the opinion of this meeting, divisional courts of the High Court should be abolished.

9A. That appeals from a judge at chambers, bankruptcy appeals of all kinds, county court appeals, appeals from justices, revising barristers, and official referees, and cases stated by the Railway Commissioners, should be heard by the Court of Appeal, and that all other matters now heard by a divisional court, except proceedings on election petitions, should be heard by a single judge.

10. That there should be an appeal from all orders of a master to a judge, but, as a general rule, no further appeal in interlocutory applications except in cases under order 14.

11. That No. 73 of the resolutions of the Council of Judges be not approved of, inasmuch as no sufficient reason has been shewn to justify any alteration of the present practice.

12. That the vacations should be materially reduced.

13. That it is desirable that the principle of order 14 in the procedure of the High Court should be extended to the county courts.

14. District registrars should have the following powers:—To make all charging orders; to make orders of course for taxation of solicitors' costs in proper cases; to tax costs awarded in arbitrations which have taken place within their districts, not being actions proceeding in London.

15. As a recommendation to the Council of the Incorporated Law Society—*Foreclosure*: The time within which a mortgagor should be allowed to redeem should be assimilated to the time after which a mortgagee may exercise his power of sale after notice—viz., three months. The first order should require the defendant to pay the amount due to the plaintiff at the plaintiff's address, or to the solicitor, or such other person nominated by the plaintiff, as may be mentioned in the order. If the defendant fails to pay, the plaintiff, on filing his affidavit, should be entitled to bespeak from the chief clerk or the district registrar an absolute order of foreclosure without further process. A provision would be required that the chief clerk's or district registrar's certificate of the amount due should be served upon the defendant, say, fourteen days before the order absolute, and plaintiff's affidavit deposing that the debt had not been paid might further prove the service of the certificate.

The representatives of the provincial law societies afterwards met the special committee of council in conference in the council room. The president (Mr. Pennington) was in the chair. He stated the importance of a thorough agreement between London and country solicitors as to the reply to be sent to the Lord Chancellor in answer to his request to be furnished with observations on the judges' report. He reminded those present that the meeting had been called in order that views might be exchanged, but that no resolutions would be passed. He then requested Mr. Marshall to report the resolutions passed by the provincial law societies. Mr. Marshall having done so, a long discussion followed on several of the more important resolutions, including the circuit proposals. No resolutions were passed.

#### INCORPORATED LAW SOCIETY OF LIVERPOOL.

The following are extracts from the report of the committee:—

*Members.*—The society now consists of 324 members. The number of barristers and others, not being members, who subscribe to the library is thirty-three. The committee are glad to be able to say that there has been during the year a large increase in the number of members of this society who are at the same time members of the Incorporated Law Society of the United Kingdom. At present 267 of the former are also members of the latter society. It seems to the committee to be the obvious duty of every solicitor to join the latter society, which is intrusted to so large an extent with the interests of the profession, in order that the council may be able on all occasions to represent the views of the entire body of solicitors in England.

*Rights of audience of solicitors—Local Improvement Bills.*—The Council of the Incorporated Law Society of the United Kingdom have been successful in opposing clauses in several Improvement Bills promoted by local authorities, by which the right of audience of solicitors in the courts was threatened in favour of officials of these bodies. The committee co-operated with the council so far as the Blackpool Improvement Bill was concerned by addressing communications to the town clerk of Blackpool and the Preston Law Society.

*Tribunals of commerce.*—At the last annual meeting a resolution, moved by Mr. W. W. Rutherford, was adopted, recommending the committee "to consider a scheme for the establishment of courts of commerce in Liverpool and other commercial centres, such courts to have summary jurisdiction in all commercial matters, and arranged as far as possible so as to secure speed of trial and finality of decision." The committee immediately proceeded to consider the question, and had the advantage of suggestions in writing from Mr. Rutherford, and also of his attendance at one of their meetings. In the view of the committee the solution of the difficulties arising from the delay and expense of litigation is not to be found in the establishment of tribunals of commerce, but in a complete change in the present assize system and radical alterations in procedure.

*Reforms of the judicial system.*—The committee awaited with interest the publication of the report of the Council of Judges upon subjects of vital importance to the public and the legal profession generally, especially in Lancashire. The report and the resolutions which accompanied it were made public in August and received careful consideration at the hands of the committee. The committee observe with much satisfaction that the Council of Judges are of opinion that sufficient provision should be made for the trial of causes in the country by judges of the High Court, since



this will, it may be assumed, put an end to any such schemes as have been suggested for the substitution of local courts presided over by judges other than judges of the High Court. The committee naturally considered in the first place the effect of the recommendations contained in the report so far as they relate to the requirements of Liverpool, and they observed that the statistics given in the report shows that the average number of causes tried in Liverpool at each assize during the four years 1888 to 1891 inclusive, was greater than at any other of the fifty-six circuit towns, Leeds ranking in this respect second, and Manchester third. At present there are four civil assizes in Liverpool, held at dates which unfortunately are not fixed, but which generally fall in March, May, July, and towards the end of November or early in December. It is proposed by the Council of Judges that these four assizes shall be continued, but that they shall be held on the 29th of January, the 10th of May, the 21st of June, and the 7th of November, and that the judge who is trying civil causes should not leave the circuit town until all the civil causes entered for trial there are disposed of; but, at the same time, the tables embodied in the resolutions show that the time allotted is fourteen working days at the winter and summer and eleven working days at the autumn assizes. No number of days are specified for the spring assize, but six working days only are allotted to Manchester, so that it may safely be assumed that the estimate for the requirements of Liverpool is much the same. Taking the average of fifty-eight cases actually tried at each assize, the number found by the report, it will be seen that the Council of Judges assume that it is reasonable to suppose that four cases can be tried in each day. The years selected cover a period during which it is common knowledge that the number of commercial causes tried has decreased, owing to some extent to commercial depression, but to a greater extent, as the committee believe, to the dissatisfaction of the mercantile community with the whole system of trial at the assizes. The committee believe that if the requirements of Liverpool were reasonably met, the number of cases would increase, and they consider that no scheme can be satisfactory which does not contemplate the possibility of increase. But, apart from this, the committee consider the time allowed inadequate, and the intervals between the various assizes inconvenient, especially having regard to the fact that at present pleadings cannot ordinarily be delivered during the long vacation. The proposal, therefore, so far as it concerns Liverpool, in no way tends to improve the present state of things, but rather the reverse. The committee cannot help expressing their grievous disappointment at finding that the Council of Judges should have considered that suggestions such as those contained in the report "satisfy all reasonable local requirements," so far at all events as Liverpool and Manchester are concerned. The committee consider that the fact that such an opinion has been expressed by Her Majesty's judges, whose earnest desire it has evidently been to propose reforms which would sufficiently provide for the trial of causes in the great commercial cities in the country, shews that the Council of Judges stood in need of evidence upon the subject, which could have been afforded by the testimony of representatives of mercantile bodies, and of solicitors, whose every-day work leads them to know the real necessities of their clients. It is evident that the Council of Judges have felt the extreme difficulty of providing for the needs of London, which the committee of this society fully appreciate, and at the same time of providing for local requirements. The committee feel that the suggestions made in the report will undoubtedly tend to remedy the serious complaints in London, and that the abolition of the assizes at places where experience has shewn that there are in fact few or no cases for trial ought not to be thwarted by the continuance of ancient privileges. At the same time, the report leaves no room for doubt upon the minds of the committee that the Council of Judges have failed to appreciate the reasonable requirements of such places as Liverpool and Manchester.

(To be continued.)

## LAW STUDENTS' JOURNAL.

### LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Dec. 13.—Mr. Thomas Douglas in the chair. Mr. Leonard H. West opened the debate, and moved: "That the case of *Re Grey, Grey v. Stamford* (1892, 2 Ch. 88) was wrongly decided." Mr. Halliday Harcourt opposed. The following gentlemen spoke in the affirmative:—Messrs. W. Cook, Arthur Smith, William Austin, Brownjohn, and Daniell; the following in the negative:—Messrs. F. T. Mote, C. Herbert Smith, Wilkinson, and Bell. Mr. West replied. The chairman summed up. The motion was lost.

## NEW ORDERS, &c.

### TRANSFER OF ACTIONS.

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

SPECIAL NOTICE.—List of actions intended to be transferred, immediately or shortly after the present sittings, from the Chancery Division to the Queen's Bench Division:—

From Mr. Justice CHITTY.

Caldicott v Brass  
Wimbledon, &c., Conservators v Drax  
Worth v Bradley  
Singer Manufacturing Co v Spence  
Nahmaschinen Fabrik, &c., v Singer Manufacturing Co

Broad v Barking Local Board  
De Almeda v Redfern  
Riley v Golder

From Mr. Justice NORTH.

Kell v Armitage  
Batt & Co v Hogerziel  
Westley, Richards, & Co, ld v Perkes  
Doe v Banks  
Hill v Adams  
Haigh v West  
London Labourers' Dwellings Soc, ld v Evans  
Reddaway v Fleming  
Lyon v Goddard  
Talbot v Rio Tinto Co, ld  
Ridgway v Gibsons

From Mr. Justice STIRLING.

Partington Advertising Co v Lynch  
Crawshaw v Merthyr Tydfil Local Board  
Kendell v Burney  
Peckover v J Rowlands & Co  
Baker v Markwick  
Barber v Manico  
Scottish Provident Institution v Boddam  
American Concentrated Must Co v Hendry

From Mr. Justice KIRKWITH.

Willey v Broadbent & Co, ld  
Power v MacLachlan  
Scatiff v Forrest  
Morse v Baker & Sons  
Cook v Mayor, &c, of Sheffield  
Beck v Churcher  
Thomas v Phillips  
Seal v Scott  
Barnard v Wastie  
Drury v Hale  
Cheetham v Nuthall  
Opera Syndicate, ld v Rissone  
McClure v New Asbestos Co, ld  
Schott Bros. & Co, ld v H Thornton  
Same v Ripley & Co  
Same v Potter  
Jackson v Young & Co Brewery, Limited  
Cook v Tipper  
Henley v Beaver

From Mr. Justice ROMER.

Wheelwright v Mayor, &c, of Wakefield  
Seaborne Colliery Co v Edey  
Withers v Carwardine & Co  
Paine v Thompson  
Republic of Chili v Royal Mail, &c, Co  
Mackie v Solvo Laundry, &c, Co  
In re Gedy's Trade-Marks, &c  
Royal College of Physicians v General Medical Council  
Maitland v Bagnell  
Chapman v South Met Gas Co  
Manning v Nicholls  
Hamfistaengl, &c, Co v Holloway  
Harris v Martin  
Baird v Mayor of Tunbridge Wells  
Kemp v School Board of Caddington  
Medical Battery Co v Spalding  
Same v Same  
Davis v Davis  
Franklin v Buenos Ayres Water Co, ld  
Local Board of Acton v L & S W Junction Ry Co  
Barrett v Manchester, &c, Ry Co  
McKee v London Road Car Co  
Korting v Ledward  
Lord Petre v Pile  
Lancashire v Breadmore  
Cogswell v Countess of Cardigan  
Burroughes & Watts, ld v Edwards  
Watson v Went  
Simons v Baker  
Smith v Baker  
Byford v Reeves  
Bromley Local Board v Lloyd  
Scrutton v Stone  
Nautygo, &c, Co v Cory Bros. & Co, ld  
Gadd & Mason v Haalingden Union Gas Co  
Vincent v Ferguson  
Thomas v Thomas

N.B.—The Lord Chancellor will be willing to consider any reason in writing which the parties may wish him to consider against transferring any particular case, and for this purpose a written statement may be forwarded to his lordship at the House of Lords.

SPECIAL NOTICE.—The following actions have been transferred from the Chancery Division to the Queen's Bench Division by order, dated December 15, 1892:—

Paine v Thompson  
Republic of Chili v Royal Mail, &c Co

In re Gedy's Trade-Marks, &c  
Maitland v Bagnell  
Chapman v South Met Gas Co  
Manning v Nicholls  
Haensfistaengl Art Co v Holloway  
Harris v Martin  
Davis v Davis  
Franklin v Buenos Ayres Water Co Ltd  
Barrett v Manchester, &c Ry Co  
Mc Kee v London Road Car Co  
Korting v Ledward  
Lancashire v Breadmore  
Cogswell v Countess of Cardigan  
Smith v Baker  
Byford v Reeves  
Scrutton v Stone

## LEGAL NEWS.

## OBITUARY.

His Honour Judge METCALFE, Q.C., judge of the Bristol County Court, died suddenly last week within the precincts of the court. He was called to the bar in 1845, and practised on the Norfolk Circuit and in the Central Criminal Court. In 1866 he was appointed Recorder of Ipswich. In 1873 he was made a Queen's Counsel, and the following year became Recorder of Norwich. In 1879 he was appointed judge of County Court Circuit No. 54.

## APPOINTMENTS.

Sir AUGUSTUS KEPPEL STEPHENSON, Q.C., has been elected a Bencher of the Honourable Society of Lincoln's-inn, in succession to the late Mr. Douglas Brown, Q.C.

## CHANGES IN PARTNERSHIPS.

Mr. ANDREW MEGGY, solicitor, of Chelmsford, has taken into partnership as from 2nd January prox. Mr. FRANCIS STUNT, solicitor, of 12, Great Marlborough-street, W., and the style of the firm will be Meggy & Stunt.

## DISSOLUTION.

HENRY STRINGER and JAMES BANNON, solicitors (Stringer & Bandon), New Romney. Oct. 11. [Gazette, Dec. 9.]

## GENERAL.

There was a discrepancy last week in the statement of the terms of the will in *Re Biddoes* between the observations on the case at p. 95 and the report at p. 99. In the former the trust was stated to be "to permit A. to receive the rents during her life," while in the latter it was "on trust to pay the rents" to A. for life. The former statement was correct, the trust being "to suffer or permit A. to receive the rents" for life.

The following barristers of Lincoln's-inn have been re-appointed by that society members of the Board of Examiners established by the four Inns of Court under rule 4 of the "consolidated regulations":—Mr. James Williams, of Lincoln College, Oxford, D.C.L.; Mr. Samuel Henry Leonard, of Lincoln College, Oxford, D.C.L.; and Mr. Richard Marrack, of St. John's College, Cambridge, M.A. A fresh examiner appointed by Lincoln's-inn, in the place of Mr. Reginald Winslow, D.C.L., is Mr. Almaric Rumsey, of St. Mary Hall, Oxford, B.A., Professor of Indian Jurisprudence.

Sir Andrew Fairbairn writes to the *Times* to complain of the present arrangement, whereby five of Her Majesty's justices are taken away from their ordinary duties in order to try election petitions or else to preside over a commission in the sister island. This, he says, is the day fixed for opening the commission at Leeds, but such is the pressure of work elsewhere that the judge appointed to preside in the criminal court at Leeds is not expected to appear before to-morrow evening or Thursday morning. There is a heavy cause list and over sixty prisoners awaiting their trial, and yet to-morrow, on the first day of the assizes, there will be only one judge to open the commission, charge the grand jury, and try the civil causes. Surely the legal business of a great county like Yorkshire is of equal importance to that of the Election and Evicted Tenants Commissions, and we should have a judge to preside in each of the courts on the first day of the assizes.

On Tuesday, when Sir Forrest Fulton (the Common Serjeant) took his seat at the Central Criminal Court, the witnesses in the first and subsequent cases were called but none answered to their names. In this way the list was gone through, but not a single witness was found to be present, and the Common Serjeant directed that the recognizances in each case should be estreated. A case was then taken out of the Recorder's court. It so happened that the defaulting witnesses were all concerned in Mint cases, which are prosecuted by the Treasury. When the witnesses arrived they were questioned as to their absence. All seemed to have been under the impression that the court would not sit until half-past 10 o'clock. The Common Serjeant said the same thing occurred last sessions, but he would remove the estreatment on that occasion. It must, however, be distinctly understood that the recognizances would be estreated after this notice, and the estreatment would be enforced. He should disallow the expenses of the police officer in charge of the case before him, and if the same thing

occurred again he should take away the privilege which the Treasury in these matters enjoyed of having the cases taken first, so that they would have to take their chance with other prosecutors. It might be a serious matter for counsel, but the unwarrantable waste of time by the absence of witnesses must be stopped.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON			
	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice NORTH.
Monday, Dec. ....	19 Mr. Jackson	Mr. Lavie	Mr. Rolt	Mr. Rolt
Tuesday .....	20 Clowes	Carrington	Farmer	Farmer
Wednesday .....	21 Jackson	Lavie	Rolt	Rolt
Thursday .....	22 Clowes	Carrington	Farmer	Farmer
Friday .....	23 Jackson	Lavie	Rolt	Rolt
	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.	Mr. Justice ROMER.	Mr. Justice ROMER.
Monday, Dec. ....	19 Mr. Ward	Mr. Pugh	Mr. Godfrey	Mr. Godfrey
Tuesday .....	20 Pemberton	Beal	Leach	Leach
Wednesday .....	21 Ward	Pugh	Godfrey	Godfrey
Thursday .....	22 Pemberton	Beal	Leach	Leach
Friday .....	23 Ward	Pugh	Godfrey	Godfrey

The Christmas Vacation will commence on Saturday, the 24th day of December, 1892, and terminate on Friday, the 6th day of January, 1893, both days inclusive.

**WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.**—Before purchasing or renting a house have the sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 9.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**BUILDING SECURITIES CO., LIMITED.**—Petn for winding up, presented Dec. 3, directed to be heard on Saturday, Dec. 17. Sprent & Bullivant, Nicholas lane, Lombard st, solers for petnrs. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec. 16.

**EDGBASTON BREWERY CO., LIMITED.**—Petn for winding up, presented Dec. 8, directed to be heard on Dec. 17. Wellborne & Son, Duke st, Southwark, solers for petnrs. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec. 16.

**HOLTON HILL ESTATE CO., LIMITED.**—Creditors are required, on or before Dec. 31, to send in their names and addresses, and the particulars of their debts or claims, to Charles Clarke, 12, Westgate st, Cardiff.

**LONDON AND HOME COUNTIES FREEHOLD LAND CORPORATION, LIMITED.**—Petn for winding up, presented Nov. 28, directed to be heard before Vaughan Williams, J., on Dec. 17. Francis & Johnson, Austinfriars, solers for petnrs. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec. 16.

**NATIONAL FINANCIAL CORPORATION, LIMITED.**—Petn for winding up, presented Nov. 21, directed to be heard on Saturday, Dec. 17. Bettelley, Finsbury circus, soler for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec. 16.

**NATIONAL FINANCIAL CORPORATION, LIMITED.**—Petn for winding up, presented Nov. 28, directed to be heard before Vaughan Williams, J., on Dec. 17. Francis & Johnson, Austinfriars, solers for petnrs. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec. 16.

**QUEEN ASSEY AND GARDEN MANSIONS, LIMITED.**—Petn for winding up, presented Dec. 5, directed to be heard on Dec. 17. Barker, Union ct, Old Broad st, soler for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec. 16.

**WEST COAST TRADING CO., LIMITED.**—Petn for winding up, presented Dec. 5, directed to be heard on Saturday, Dec. 17. Taunton & Dade, Cophall avenue, solers for petnrs. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec. 16.

London Gazette.—TUESDAY, Dec. 13.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**JORDAN & CO., LIMITED.**—Creditors are required, on or before Jan. 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Wells, 67, Elder st, Brighton.

**PATENT COMPOSITE BLOCK ROAD AND PAVING CO., LIMITED.**—Creditors are required, on or before Jan. 19, to send their names and addresses, and the particulars of their debts or claims, to Cranford Wall Slade, Central chmbrs, Stow Hill, Newport. Duncney, Newport, Mon, soler for liquidator.

**UNTIMULINI SYNDICATE, LIMITED.**—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to D. Macdonald, 60, Watling st.

**WALKER & HACKING, LIMITED.**—Creditors having any claims or demands are required to send notice, on or before Jan. 10, to P & J Watson, 9, Broad st, Bury, solers for liquidator.

**COURTY HAIL STORM INSURANCE CO.**—Creditors are required, on or before Jan. 11, to send their names and addresses, and the particulars of their debts or claims, to James William Cheshyre, 60, Fore st, Hertford.

**WILLIAM LEVETT & CO.**—Creditors of the old company are requested, on or before Jan. 31, to send in their names and addresses, and the particulars of their debts or claims, to Joseph Holland and George Haynes, at the offices of J. H. Byrne & Co, 81, Gracechurch st. NOTE.—The liquidators have paid off, in full, all the debts and liabilities of the old company, but this notice is published in case any outstanding debts and claims have been overlooked. Loxley & Co, Cheapside, solers for liquidators.

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 18.

ANX, ALICE ANNIE, Foot's Cray, Kent. Dec 10. Wilson v ANX, Kekewich, J. Dennison, Gracechurch st.



CABLE, JOHN SHEPHERD, Yeovil, Somerset, Esq. Dec 10. Day v Davey, Kekewich, J. Newnham & Co, Clement's inn, Strand  
 CRIMES, JOSEPH, Chorlton cum Hardy, Lancaster, Cashier. Dec 21. Passburg Grains Syndicate, Limited, v Haywood, North, J. Beckton, Manchester  
 LANGFORD, WILLIAM JOHN, Portsmouth, Licensed Victualler. Dec 5. Langford v Langford, Chitty, J. Edmonds, Prudential bldgs, Portsmouth  
 STATHAM, JONATHAN BROWN, Chesham, Manchester, Timber Merchant. Dec 20. Statham v Statham, Registrar, Manchester. Edgar, Manchester

London Gazette.—FRIDAY, NOV. 25.

BENNETT, BENJAMIN, Longhope, Gloucester, Farmer. Dec 31. Harvey v Bennett, North, J. Sewell, Cirencester  
 HUMPHREYS, HENRY, Wrexham, Denbigh, Solicitor. Dec 23. Marsh v Humphreys, North, J. Poyser, Wrexham  
 SCOTT, GEORGE, Thornley, Durham, Innkeeper. Dec 24. Swinburne v Renwick, Registrar, Durham. Forrest, Durham  
 SYKES, WILLIAM, Heckmondwike, York, Solicitor. Dec 21. Woodcock v Sykes, Kekewich, J. Chadwick, Dewsbury

London Gazette.—TUESDAY, DEC. 6.

BAWDEN, Rev JOSEPH, South Molton, Devon. Dec 31. National Provincial Bank of England v Cresswell and Bawden v Cresswell, Kekewich, J. Reed, Guildhall chambers  
 COLPITTS, MARGARET, Durham. Dec 24. Sarsfield v Bulman, Registrar, Durham. Lisle, Durham  
 MELLA, ANTONIO, Richmond, Licensed Victualler. Jan 5. Ind, Coope, & Co v Feige, North, J. Metcalfe, Idol lane, Eastcheap  
 SPENSLEY, MARGARET, Shildon, Durham. Dec 24. Hall v Hunter, Registrar, Durham. Proud, Bishop Auckland  
 WITTER, NATHANIEL, Brownend, Gloucester, Farmer. Jan 7. Webb v Witter, Chitty, J. Vernon Smith, Ledbury

London Gazette.—TUESDAY, DEC. 9.

AYLES, FRANK ALLAN, Ringwood, Hants, Builder. Jan. 10. Mercer v Ayles, Chitty, J. Johns, Ringwood  
 LAURENCE, CHARLES AUGUSTUS, Liverpool, Restaurant Proprietor. Jan. 6. Booth v Grice, Kekewich, J. Kild, Liverpool  
 SHURLEY, FRANK, Guildford, Chertsey. Jan. 7. Keen v Shurley, North, J. Kent, Lincoln's inn fields

## UNDER 22 & 23 VICT. CAP. 35.

### LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 29.

BARNY, STEPHEN, Farcham, co Southampton, Esq. Dec 31. Kelsall & Gillson, Farcham  
 BECKE, ARTHUR THOMAS, Aston, Birmingham, Metallurgist. Dec 14. Hinds, Stourbridge  
 CANA, ROBERT WILLIAM, College of New York Jan 24. Thomas, Chancery lane  
 COSSEY, STEPHEN, Carlton, Colville, Suffolk, Farmer. Dec 24. Norton & Co, Lowestoft  
 DALE, ROBERT BROWNLOW, Harp st, Woolwich, Draper. Jan 14. Langhams, Bartlett bldgs, Holborn circus  
 DRAYES, RAYLY EDWARD, Camberwell grove, Esq. Jan 16. Bower, Lincoln's inn field and Camberwell  
 FARRALL, THOMAS, Kilnhurst, Yorks, Collier. Dec 31. Verity & Baddiley, Doncaster  
 FLEMING, BENJAMIN FREDERICK, Gibraltar Farm, Herts, Farmer. Dec 31. Knowles, Luton  
 FLETCHER, SARAH, Stratford on Avon. Jan 5. Slatter & Co, Stratford on Avon  
 GOOSE, WILLIAM ELLINGER, Ringwould, Kent, Licensed Victualler. Jan 8. Mowll & Mowll, Dover  
 HAWTHORNE, ALFRED, Smith's rents, Greenwich, Army Pensioner. Maryland & Co, Leadenhall st  
 HOLLINGHURST, ANN, Lancaster. Dec 21. Sharp & Son, Lancaster  
 HOW, JULIET ANNE, Goring, Sussex. Jan 4. Pears & Sons, Giltspur st  
 HUDSON, WILLIAM, Kingston upon Hull, Warehouseman. Dec 31. Gresham, Hull  
 HUME-DICK, Rt Hon WILLIAM WENTWORTH FITZ WILLIAM, Curzon st, Mayfair. Dec 31. A & H White, Gt Marlborough st  
 HUTTON, ANNIE, Rushmore, Manchester. Dec 27. Hipson & Son, Manchester  
 LACE, WILLIAM WHITTINGTON, Douglas, Isle of Man, Esq. Dec 31. Belfrage & Co, John st, Bedford row  
 JONES, EDWARD, Llansantffraid Glan Conway, co Denbigh, Gent. Jan 7. Harvey & Co, Liverpool  
 KYFFIN, WILLIAM JAMES, Landseer rd, Bow. Jan 6. Nash & Co, Queen st, Chopside  
 McCLEARY, THOMAS, Hulme, Manchester, Ostler. Dec 24. Crofton & Craven, Manchester  
 MUKWORTHY, WILLIAM, Centre avenue, Covent Garden Market, Salesman. Dec 23. Button & Co, London and County Bank House, Covent Garden  
 NICHOLSON, HANNAH, Appleby, Westmid. Dec 24. Thomas, Appleby  
 NICOLAS, PETER JAMES, Leadenhall st. Jan 13. Ross-Innes & Co, Billiter sq bldgs  
 POWELL, HENRY BALDOCK TEMPLE, Kempshott rd, Stratham. Dec 21. Foord, Philip lane  
 POWELL, ISAAC OMBBY, Godstone, Surrey, Clerk in Holy Orders. Jan 3. Currie, Farnival's inn  
 RICHARDS, SARAH, Tiverton, Devon. Dec 25. Partridge & Cockram, Tiverton  
 SNOW, JANE MARY LOUISE, West Wickham, Kent. Jan 9. Wheatly & Co, New inn, Strand  
 STRACHAN, JOSEPH GREENHEAD, Farm Hill pk, nr Stroud, Glos, Esq. J.P., D.L. Dec 31. Little & Mills, Stroud  
 TAYLOR, EMMA, Hoxley, Surrey. Jan 1. Busk & Co, Lincoln's inn fields  
 THOMAS, NANNY FERRIS, Truro. Jan 2. Paige & Grylls, Redruth  
 THORNTON, CHARLES EDWARD, Coptall chambers, Stock Jobber. Jan 1. Allingham, Bucklersbury  
 WARRING, SARAH, Warrington. Dec 31. Browne, Warrington  
 WATKINS, RICHARD, Barnston, co Chester, retired Groom. Dec 28. Holden, Birkenhead  
 WRIGHT, JOHN, Edgbaston, Birmingham, Gent. Jan 20. Johnson & Co, Birmingham

London Gazette.—FRIDAY, DEC. 9.

ALDERER, ISAAC, Long Acte. Dec 10. Tidy & Tidy, Sackville st  
 ALLEN, GEORGE, Attleborough, Norfolk, Horse Breaker. Jan 2. Hall, Attleborough  
 ANDREWS, JOHN, Beoley, Worcs, Farmer. Dec 30. Burton, Birmingham  
 ARCHER, EDWARD JOHN, Southampton, Bachelor of Medicine. Dec 21. Manuel & Manuel, Southampton  
 BAKER, AUGUSTUS, H.M. Consul General, Vera Cruz, Brazil. Dec 24. Argles & Co, Gracechurch st  
 BARROW, ALEXANDER MACLEAN, St Leonard's on Sea, Esq. Jan 7. Young & Co, St Mildred's court, Southey  
 BYRNE, SAMUEL HENRY, Brighouse, Halifax, Wire Manufacturer. Jan 7. Steward, Leeds  
 CLEGG, MARY, Sale, co Chester. Jan 7. Sale & Co, Manchester  
 COOPER, JOHN KINGDOM, Reading, Gent. Dec 31. Poyser & Co, Maldenhead

CORFIELD, CHARLES, Bridgnorth, Salop, Gent. Jan 10. Medlicott, Knighton and Shrewsbury  
 ELLIS, HERBERT, East Farleigh, Kent, Esq. Jan 2. Monckton & Son, Maidstone  
 FARRINGTON, THOMAS, Nazing, Essex, Licensed Victualler. Jan 15. Spence & Co, Hertford  
 FLOWER, JOSEPH, Leek, Staffs, Gent. Feb 1. Hacker & Allen, Leek  
 FRYER, CATHERINE, Darlington. Dec 23. Walstell, Northallerton and Darlington  
 GARNER, WILLIAM, Birkenhead, Bookkeeper. Jan 7. Lamb & Taylor, Birkenhead  
 GILL, CHARLES KIDINGTON, Grayshott rd, Lavender hill, Chemist. Dec 31. Wilcocks, New inn, Strand  
 HARDY, JOSEPH STEERE, Nottingham, Lace Manufacturer. Dec 31. Martin & Sons, Nottingham  
 HASTINGS, JOHN, Longham, Norfolk, Gent. Feb 1. Cooper & Norgate, East Dereham  
 HEARD, WILLIAM, Shobrooke, Devon, Gent. Dec 25. J & S P Pope, Exeter  
 HOPLER, JAMES, Moulton, co Chester, retired Farmer. Jan 10. A & J E Fletcher, Northwich  
 HOWSON, THOMAS, Blackpool, Gent. Feb 23. Banks & Co, Preston and Blackpool  
 HUME-DICK, Rt Hon WILLIAM WENTWORTH FITZ WILLIAM, Curzon st, Mayfair. Dec 31. A & H White, Gt Marlborough st  
 IRELAND, THOMAS, Norwich, retired Farmer. Dec 21. Bavin & Daynes, Norwich  
 JOHNSON, THOMAS, Birmingham, Refreshment House Keeper. Dec 21. Cottrell & Sons, Birmingham  
 KELSALL, RICHARD, Burtonwood, Lancs. Jan 2. White & Sons, Warrington  
 LAZARUS, ZADEA, Bloomsbury sq, Esq. Jan 16. Joseph & Hyam, Finsbury pavement  
 LONGSTAFF, OWEN, Craven hill gardens, Hyde park, Esq. Jan 31. Richardson & Sadler, Golden sq  
 LYONS, WILLIAM PARKER, Bolton, retired Inspector of Weights and Measures. Jan 16. Dowling & Co, Bolton  
 MACBETH, SUSANNAH CHAMBERS, Taunton. Dec 21. A G Nock, Taunton  
 MACVINE, JOHN, Perth, Gent. Dec 20. Emson, Newcastle upon Tyne  
 MARKS, FREDERICK, Winkfield, Berks, retired Baker. Dec 31. Sargeant & Hays, Bracknell  
 MARSHALL, EDWARD, Copeland rd, Rye lane, Pockham, Cooper. Jan 13. Saxton & Son, Queen Victoria st  
 MATTHEWS, JOHN FAULKNER, Reigate, Surrey. Dec 31. Hertalet, Hornsey rise  
 MATTHEWS, EDWARD, North End, Portsea, Hants, retired Licensed Victualler. Jan 14. King, Landport  
 MORRIS, GEORGE, Exmouth, Esq. Jan 12. Benoit, Devonport  
 PARSONS, PERCEVAL MOSES, Blackheath, Kent. Dec 15. Devonshire & Monkland Frederick's place, Old Jewry  
 POWELL, THOMAS HARCOURT, Drinkstone pk, Suffolk, Esq. Jan 31. Woodroffe & Burgess, New sq, Lincoln's inn  
 REEVES, THOMAS, Staplehurst, Kent, Builder. Jan 2. Monckton & Son, Maidstone  
 SANDS, JOHN, Chivers Coton, co Warwick, Gent. Dec 31. Bland, Nuneston  
 SCOTT, THOMAS, Birmingham, Foreign Provision Broker. Jan 26. Ryland, Martineau, Co, Birmingham  
 TAYLOR, WILLIAM, Maidstone, Kent, Esq. Jan 2. Monckton & Son, Maidstone  
 THICK, MARY ANN, Clifton, Bristol. Jan 16. E & A Harley, Bristol  
 TRIN, JOHN, Sandy, Beds, Market Gardener. Jan 14. Smith, Sandy  
 UGLOW, JAMES BENJAMIN BAWDEN, Roman rd, Bow, Linen Draper. Jan 7. Mason & Co, Gresham st  
 VAUGHAN, HOWARD WRIGHT JAMES, Lincoln's inn fields, Solicitor. Dec 31. Briggs & Co, Lincoln's inn fields  
 WHITCOMBE, JOSEPH GEORGE, Portsmouth, Esq. Alderman. Dec 31. Howell, Portsmouth  
 WOOD, JOHN, Comsett, co Durham. Dec 21. Mawson, Durham  
 WOODCOCK, JOHN PALMER, St Leonard's st, Pimlico, Engineer. Jan 2. Nicholson, Gray's inn place  
 WORTH, HENRY LAEWELLIN, Bristol, Wine Merchant. Jan 15. Sturge, Bristol  
 WROON, ELIZABETH ANN, Winton, nr Manchester, Innkeeper. Dec 31. Griffiths & Bowden, Manchester and Patricroft

London Gazette.—TUESDAY, DEC. 6.

BARNES, CHARLES, Ilford, Essex, Builder. Jan 25. T & F P Baddeley, Leadenhall st  
 BARR, WILLIAM ALEXANDER, Northampton, Doctor of Medicine. Jan 10. Becks & Green, Northampton  
 BASHAM, JOHN, Haverhill, Suffolk, Clothier. Jan 6. Freeman, Haverhill  
 BEAUMONT, JAMES TAYLOR, Edgbaston, Birmingham, Gent. Jan 6. Hickman, Birmingham  
 BOWDEN, ROBERT, Minehead, Somerset, Bootmaker. Dec 25. Hole, Minehead  
 BROOK, WILLIAM, Bishop's Waltham, Clerk. Mar 1. Gunner & Renny, Bishop's Waltham  
 DAVIS, JOHN MORTIMER, Stone bldgs, Lincoln's inn, Barrister at Law. Dec 31. H F & R W Tweedie, Lincoln's inn fields  
 DUNN, BENJAMIN, Reading, Undertaker. Dec 24. Creed, Reading  
 GRIERSON, JOHN, Liverpool, Estate Agent. Jan 31. Mason & Grierson, Liverpool  
 HAYES, WILLIAM (jun), Sale, co Chester, Hoop Iron Merchant. Jan 14. Preston, Manchester  
 KIDD, MARTIN, Holmfirth, Yorks, Solicitor. Jan 10. Lawton, Halifax; Tinker, Hepworth, nr Huddersfield  
 LAMB, JOSEPH, Hanley, Grocer. Jan 31. Heath, Hanley  
 MILLING, ADELAIDE, Tunbridge Wells. Jan 1. Milling & Compton, Leeds  
 MILNE, BENJAMIN, Halifax, Innkeeper. Jan 7. Jubb & Co, Halifax  
 PARKES, GEORGE THOMAS, Dover, Builder. Jan 16. Carder, Dover  
 PORTER, GEORGE, Moor Criche, Dorset, Yeoman. Dec 16. Luff, Wimborne Minster  
 PRIOR, CHARLES DENNIS, Southampton. Dec 24. Coxwell & Pope, Southampton  
 PULLIN, STEPHEN, Whittington Farm, Hayes, Farmer. Jan 2. Garner, Uxbridge  
 PURCHASE, ALBERT EDWARD, Lyngington, Hants. Jan 5. Purchase, Queen Victoria st  
 REASON, THOMAS GEORGE, Patehall rd, Kentish Town, Esq. Jan 1. Peacock & Goddard, South sq, Gray's inn  
 SAVAGE, GEORGE, Preston, Grocer. Jan 5. Clarke, Preston  
 SMITH, EDWARD FISHER, Avenue rd, Regent's pk, Esq. J.P. Jan 2. Smith, Victoria st  
 STUBBS, EDWARD JOHN, Milton next Gravesend, River Pilot. Jan 14. Tolhurst & Co, Gravesend  
 SUTCLIFFE, JOHN, Courthorpe rd, Gospel Oak, Artist. Jan 20. Faulkner, Chandos st, Cavendish square  
 TASKER, FRANK ADAMS, Lockhampton, Glos. Jan 7. Farber, Gray's inn square  
 WICKHAM, CATHERINE, Bingham, Notts. Jan 6. Millington & Simpson, Boston  
 WILDE, FREDERICK, Norwich, Gent. Dec 31. Sadd & Bacon, Norwich  
 WILLIAMS, FREDERICK ST CLAIR, Oxford gardens, Notting Hill, retired Assistant Commissioner in Indian Civil Service. March 1. East, Basinghall st  
 WRIGHT, JOHN HENRY, Barrington rd, Liverpool. Jan 5. Argles & Co, Gracechurch st

## BANKRUPTCY NOTICES.

London Gazette.—Friday, Dec. 9.

## RECEIVING ORDERS.

ASHTON, CHARLES JAMES, Essex rd, Islington, Provision Dealer High Court Pet Dec 7 Ord Dec 7  
 BLEAKLEY, EDWIN FRANKLIN, and ALFRED BLEAKLEY, Burnley, Cotton Spinners Burnley Pet Dec 7 Ord Dec 7  
 BONACINA, LODOVICO, Fenchurch avenue, Merchant High Court Pet Nov 10 Ord Dec 7  
 BROMFIELD, J COLEY, Threadneedle st, Engineer High Court Pet Oct 31 Ord Dec 6  
 BROWN, EDMUND, Aintree, nr Liverpool, Hay Dealer Liverpool Pet Dec 5 Ord Dec 5  
 BROWN, WILLIAM JAMES, Hulme, nr Manchester, Provision Dealer Manchester Pet Dec 6 Ord Dec 6  
 BULL, STEPHEN, Winchester, Chimney Sweeper Winchester Pet Dec 6 Ord Dec 6  
 BURTON, MARIAN, Berwick Grove, nr Shrewsbury, Widow Shrewsbury Pet Dec 5 Ord Dec 5  
 CHANDERS, ALFRED, Reading, Shoeing Smith Reading Pet Dec 2 Ord Dec 2  
 COLEMAN, ALFRED JOHN, Crowborough, Sussex, Corn Dealer Tunbridge Wells Pet Dec 6 Ord Dec 6  
 CROCKER, GEORGE, Gately rd, Brixton, late Baker High Court Pet Nov 14 Ord Dec 6  
 DUNFORD, JOHN HARTLEY, Rotherham, Hair Dresser Sheffield Pet Dec 5 Ord Dec 5  
 DUNKLEY, ALFRED, Leicester, Boot Manufacturer Leicester Pet Dec 6 Ord Dec 6  
 EDMOND, JOHN HERBERT WILLIAM, Pontardulais, Glam, Brewer's Traveller Swansea Pet Dec 7 Ord Dec 7  
 FREEMAN, ARTHUR, Hereford, Tailor Hereford Pet Dec 7 Ord Dec 7  
 FRITH, ROBERT ANDREW, Whitwick, Leics, Grocer Burton on Trent Pet Dec 5 Ord Dec 5  
 GIBBS, THOMAS, Gt Marlborough st, Licensed Victualler High Court Pet Dec 5 Ord Dec 5  
 GWYTHIER, JOHN, Lamphey, Pembro, Shipwright Pembroke Dock Pet Dec 5 Ord Dec 5  
 HAIGH, JOHN OLDBOYD, Huddersfield, Furniture Dealer Huddersfield Pet Dec 6 Ord Dec 7  
 HANDS, JOHN THOMAS, Birmingham, Leather Seller Birmingham Pet Dec 7 Ord Dec 7  
 HUGHES, WILLIAM, Portmadoc, Carnarvonshire, Butcher Portmadoc Pet Dec 7 Ord Dec 7  
 HUMPHREYS, EDWARD GEORGE, Menai bridge, Anglesey, Hotel keeper Bangor Pet Dec 5 Ord Dec 5  
 HUTTON, RICHARD BRAY, Halesowen, Worcs, Brewer Birmingham Pet Dec 6 Ord Dec 6  
 IBBITSON, JAMES HENRY, Leeds, Greengrocer Leeds Pet Dec 6 Ord Dec 6  
 JONES, RICHARD, Gafra, Llantrisant, Anglesey, Farmer Bangor Pet Dec 6 Ord Dec 6  
 LENNARD, RICHARD COCKERTON, Derby, Boot Maker Derby Pet Dec 6 Ord Dec 6  
 LIVESLEY, EDWARD WILLIAM, The Willows, Shepperton, late Parliamentary Agent Kingston, Surrey Pet Dec 3 Ord Dec 3  
 LLOYD, EDWARD, Bridge End, Whitton, Radnor Wheelwright Leominster Pet Dec 6 Ord Dec 6  
 LOCKWOOD, THOMAS, Brighton, Grocer Brighton Pet Dec 5 Ord Dec 5  
 MATTHEWS, GEORGE, Bath, Mason Bath Pet Dec 7 Ord Dec 7  
 MILLS, REUBEN, West Hartlepool, Grocer Sunderland Pet Dec 6 Ord Dec 6  
 MORRIS, HENRY A, Swansea, Grocer Swansea Pet Nov 25 Ord Dec 5  
 MUNCY, RICHARD LEWIS, Milton rd, Acton, of no occupation Brentford Pet Dec 5 Ord Dec 5  
 PARFREY, JAMES, Swansea, Cycle Maker Swansea Pet Dec 6 Ord Dec 6  
 PINDER, JOHN WILLIAM, West Hartlepool, General Draper Sunderland Pet Dec 5 Ord Dec 5  
 POLCHET, HENRY, & Co, late St Michael's House, Cornhill, Company Promoters High Court Pet Nov 16 Ord Dec 7  
 REANE, ANNIE ISABELLA, Wood st, Jersey Manufacturer High Court Pet Dec 7 Ord Dec 7  
 ROWNTREE, GEORGE, and MARGARET ROWNTREE, Brampton, Cumbria, Grocers Carlisle Pet Dec 7 Ord Dec 7  
 ROWE, JAMES, and JOSEPH THOMAS JEWELL, Calenick, nr Truro, Cornwall, Millers Truro Pet Dec 6 Ord Dec 6  
 SARGENT, FREDERICK ALEXANDER, Verbena gardens, Hammersmith, Commission Agent to Prudential Insurance Office High Court Pet Dec 5 Ord Dec 5  
 SARTER, JAMES, South Norwood, Surrey, Builder Croydon Pet Aug 9 Ord Nov 29  
 SIMS, SIMON, Mountain Ash, Glam, Stoker Aberdare Pet Dec 6 Ord Dec 6  
 SINGER, ABRAHAM, late Thomas st, Buck's row, White-chapel, Fancy Shoe Manufacturer High Court Pet Nov 19 Ord Dec 5  
 SOUTHERN, GEORGE H, Harrington rd, South Kensington, Hotel Proprietor High Court Pet Nov 4 Ord Dec 5  
 SPARNARD, CHARLES RICHARD, Danbury, Essex, Grocer Chelmsford Pet Dec 5 Ord Dec 5  
 SYMINGTON, JOHN, ARTHUR SYMINGTON, and ROBERT EMERY COCKROFT, Leeds, Box Makers Leeds Pet Dec 7 Ord Dec 7  
 TATE, JOHN LISTER, Hilderthorpe, Bridlington Quay, Yorks, Collector of Insurance Scarborough Pet Dec 7 Ord Dec 7  
 TAUNTON, GEORGE EDWIN, George st, Mansion House, Financial Agent High Court Pet Dec 7 Ord Dec 7  
 TRIGO, WILLIAM, Hanley, Potter's Manager Hanley Pet Dec 6 Ord Dec 6  
 UDALL, CHARLES, Mona Hotel, Henrietta st, Covent Garden, High Court Pet Dec 5 Ord Dec 5  
 WESTERGAARD, JENS CHRISTIAN, Close, Newcastle on Tyne, Importer Newcastle on Tyne Pet Dec 6 Ord Dec 6

WESTON, THOMAS, Snelston, Derbyshire, Farmer Burton on Trent Pet Dec 6 Ord Dec 6  
 WOODHOUSE, JOSEPH, and JAMES CLAXTON, Goswell rd, Clerkenwell, Box Makers High Court Pet Dec 5 Ord Dec 5

The following amended notice is substituted for that published in the London Gazette, Dec. 6th:—  
 DIXON, A H, Upper Bedford pl High Court Pet Sept 28 Ord Dec 1

## RECEIVING ORDER RESCINDED.

LLOYD, EDWARD FRANKLIN, Liverpool, Organ Builder Liverpool Ord Aug 3 Resc Dec 2

## ORDER DISMISSING PETITION AND RESCINDING RECEIVING ORDER.

PAYNE, JAMES HERBERT PAYNE, St George's Club, Hanover sq, A Retired Lieut Colonel High Court Pet July 23 Ord Aug 10 Dis and Resc of High Court Nov 25

## FIRST MEETINGS.

AYCUBURN, REVEL SYDNEY BAZAN, Mann st, Walworth Dec 16 at 2.30 Bankruptcy bldgs, Carey st  
 BEACH, W, Exeter rd, Brondesbury, Builder Dec 16 at 12 Bankruptcy bldgs, Carey st  
 BELL, WILLIAM HENRY, Romford, Essex, Baker Dec 16 at 12 Off Rec, 95, Temple chambers, Temple avenue  
 BOND, ALFRED, Holms next the Sea, Norfolk, Innkeeper Dec 17 at 12 Off Rec, 8, King st, Norwich  
 BRAY, CHARLES HENRY, 86 Leonard on Sea, Draper Dec 19 at 12.30 Young & Sons, Bank bldgs, Hastings  
 BROWN, WILLIAM JAMES, Hulme, Manchester, Provision Dealer Dec 16 at 3.30 Ogden chambers, Bridge st, Manchester  
 BURTON, MARIAN, Berwick grove, nr Shrewsbury, Widow Dec 16 at 11 Off Rec, Talbot chambers, Shrewsbury  
 CALDERWOOD, GEORGE HENRY, Farringdon rd, Artificial Flower Material Manufacturer Dec 19 at 2.30 Bankruptcy bldgs, Carey st  
 COLLARD, FREDERICK, Highbridge, Somerset, Hotel Keeper Dec 16 at 11 Bristol Arins Hotel Bridgewater  
 DAVEY, ROBERT WILLIAMS, Mincing lane, Merchant Dec 16 at 11 Bankruptcy bldgs, Carey st  
 DUNKLEY, ALFRED, Leicester, Boot Manufacturer Dec 19 at 12.30 Off Rec, 34, Friar lane, Leicester  
 EDWARDS, THOMAS, Melling, Lancs, Schoolmaster Dec 29 at 2.30 Off Rec, 35, Victoria st, Liverpool  
 FAIRHURST, WILLIAM, Cadishead, Lancs, Blacksmith Dec 16 at 3 Ogden's chambers, Bridge st, Manchester  
 FIRTH, BERNHARD, Basinghall st, Leather Merchant Dec 30 at 12 Bankruptcy bldgs, Carey st  
 HAIGH, JOHN OLDBOYD, Huddersfield, Furniture Dealer Dec 19 at 3 Off Rec, 6, Queen st, Huddersfield  
 HENDERSON, ISAAC VICKERS, Whitley, Northumbria, Boiler Maker Dec 17 at 11.30 Off Rec, Pink lane, Newcastle on Tyne  
 HURWORTH, THOMAS, Leeds, Cabinet Maker Dec 16 at 11 Off Rec, 22, Park row, Leeds  
 JOHNSON, WILLIAM, King's Heath, Worcs, Commercial Traveller Dec 30 at 11 23, Colmore row, Birmingham  
 JONES, JAMES, Abercrombie, nr Bridgend, Glam, Greengrocer Dec 30 at 11 Off Rec, 29, Queen st, Cardiff  
 JONES, JOHN SAMUEL, Merthyr Tydfil, Clothier Dec 19 at 3 Off Rec, Merthyr Tydfil  
 JONES, MORGAN, Lampeter, Carpenter Dec 17 at 11 Off Rec, 11, Quay st, Carmarthen  
 KIRKLEY, JAMES, South Shields, Solicitor Dec 19 at 2.30 Off Rec, Pink lane, Newcastle on Tyne  
 LAWRENCE, CHARLES GREEN, King's Cliffe, Northamptonshire, Estate Bailiff Dec 19 at 12 Law Courts, New rd, Peterborough  
 LENNARD, RICHARD COCKERTON, Derby, Boot Maker Dec 16 at 12 Off Rec, St James's chambers, Derby  
 LEWIS, WILLIAM, Cardiff, Licensed Victualler Dec 19 at 12 Off Rec, 39, Queen st, Cardiff  
 LICHTENSTEIN, H J, and GEORGE BREZZE, Upper Thames st, Iron Merchants Dec 19 at 1 Bankruptcy bldgs, Carey st  
 LIGHTFOOT, RICHARD, Luton, Beds, Straw Hat Manufacturer Dec 22 at 10.15 Court house, Luton  
 MACINTYRE, HUGH, Wolverhampton, Public house Manager Dec 20 at 12 Off Rec, Wolverhampton  
 MARJORAM, DAVID, Island of Portland, Dorset, Licensed Victualler Dec 16 at 12.30 Off Rec, Salisbury  
 MOLLET, LOUIS COTTA, Buckhurst Hill, Essex, Traveller Dec 19 at 3 Off Rec, 95, Temple chambers, Temple avenue  
 MORRIS, WILLIAM JOSEPH, Gt Malvern, Engine Driver Dec 16 at 10.15 Off Rec, 45, Copenhagen st, Worcester  
 NORTON, CHARLES JOHN, Kirbymoorside, Yorks, Grocer Dec 19 at 11.30 Court house, Northallerton  
 OSBORNE, HERBERT, & THOMAS CUREY SCOTT, South Shields, Ship Owners Dec 16 at 12 Off Rec, Pink lane, Newcastle on Tyne  
 O'NEIL, CHRISTOPHER, Jarrold, nr Durham, Mattress Maker Dec 16 at 11.30 Off Rec, Pink lane, Newcastle on Tyne  
 PEACHEY, HENRY JAMES, Craven st, Charing Cross, Surveyor Dec 19 at 12 Bankruptcy bldgs, Carey st  
 PEARSON, ALFRED JOHN, Windsor rd, Ealing, Commission Agent Dec 16 at 3 Off Rec, 95, Temple chambers, Temple avenue  
 PETIT, CHARLES, and WALTER EVANS, Vauxhall Bridge rd, Tailors Dec 30 at 1 Bankruptcy bldgs, Carey st  
 PRICE, DANIEL, Nantyglo, Glam, Builder Dec 20 at 12 Off Rec, 29, Queen st, Cardiff  
 RALLI, STEPHEN PANDELL, Westbourne ter, Hyde pk Dec 21 at 12 Bankruptcy bldgs, Carey st  
 ROBERTS, JOHN, Cardiff, formerly Licensed Victualler Dec 19 at 11 Off Rec, 29, Queen st, Cardiff  
 SANDERS, J H, Bromley, Kent Dec 20 at 12.30 21, Railway app, London Bridge  
 SINCLAIR, ELIZABETH, Liverpool, late Licensed Victualler Dec 20 at 3 Off Rec, 35, Victoria st, Liverpool  
 SMITH, JOHN WRIGHT, Stratham, Surrey, Draper Dec 19 at 11.30 21, Railway app, London Bridge  
 SNOWDON, F SEATON, Portlaid, Sussex, Manufacturers of

Sheep Dip Dec 16 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 SOPER, WILLIAM HENRY, Torquay, Coach Builder Dec 20 at 11 Off Rec, 13, Bedford city, Exeter  
 WATSON, GEORGE, the younger, late Rodridge Farm, nr Wingate, co Durham, Farmer D.3 16 at 2.30 Off Rec, 25, John st, Sunderland  
 YOUNG, SARAH ANN, Newport, Salop, Stationer Dec 20 at 11.30 Off Rec, St Martin's pl, Stafford

## ADJUDICATIONS.

BAILLIE, ROBERT, London yard, Poplar, Shipbuilder High Court Pet Jan 29 Ord Dec 5  
 BEAY, DAVID HENRY, Pontypridd, Glam, Confectioner Pontypridd Pet Dec 2 Ord Dec 2  
 BRIGGS, PHILIP L, late of Bolton, Gent High Court Pet July 9 Ord Dec 5  
 BROWN, EDMUND, Aintree, nr Liverpool, Hay Dealer Liverpool Pet Dec 5 Ord Dec 5  
 BURDETT, ALBERT EDWARD, Sheffield, Steel File Merchant Sheffield Pet Nov 11 Ord Dec 7  
 BUSFIELD, RICHARD, Hamby, nr Leyburn, Yorks, Cattle Dealer Northallerton Pet Nov 23 Ord Dec 5  
 CREWE, JOSEPH, Wickham pl, High rd, Lower Clapton High Court Pet June 17 Ord Dec 5  
 DALBY, HERBERT, Banbury, Oxon, Timber Merchant Banbury Pet Nov 7 Ord Dec 5  
 DAVEY, ROBERT WILLIAMS, Mincing lane, Merchant High Court Pet Oct 20 Ord Dec 5  
 DIXON, ALEXANDER HAMILTON, Upper Bedford pl High Court Pet Sept 24 Ord Dec 5  
 DUNFORD, JOHN HARTLEY, Rotherham, Hairdresser Sheffield Pet Dec 5 Ord Dec 5  
 EDMOND, JOHN HERBERT WILLIAM, Pontardulais, Glam, late Brewer's Traveller Swansea Pet Dec 7 Ord Dec 7  
 EDWARDS, THOMAS, Melling, Lancs, Schoolmaster Liverpool Pet Nov 14 Ord Dec 7  
 FAIRHURST, WILLIAM, Cadishead, Lancs, Blacksmith, Salford Pet Nov 15 Ord Dec 5  
 FREEMAN, ARTHUR, Hereford, Tailor Hereford Pet Dec 7 Ord Dec 7  
 FRITH, ROBERT ANDREW, Whitwick, Leics, Grocer Burton on Trent Pet Dec 5 Ord Dec 5  
 GARNHAM, ELIZABETH MIVAL, New Oxford st, Hosier High Court Pet Nov 12 Ord Dec 5  
 GIBBS, THOMAS, Great Marlborough st, Licensed Victualler High Court Pet Dec 5 Ord Dec 5  
 GWYTHIER, JOHN, Lamphey, Pembro, Shipwright Pembroke Dock Pet Dec 5 Ord Dec 5  
 HAIGH, JOHN OLDBOYD, Huddersfield, Furniture Dealer Huddersfield Pet Dec 6 Ord Dec 7  
 HANDS, JOHN THOMAS, Birmingham, Leather Seller Birmingham Pet Dec 7 Ord Dec 7  
 HARDY, ROBERT, Fenchurch st, Chemist High Court Pet Nov 29 Ord Dec 5  
 HODKINS, GEORGE, Manchester, Merchant Manchester Pet Oct 25 Ord Dec 5  
 HOPE, JAMES JORROX, Darlington, Builder Stockton on Tees and Middlesbrough Pet Nov 7 Ord Dec 6  
 HUGHES, WILLIAM, Portmadoc, Carnarvonshire, Butcher Portmadoc Pet Dec 3 Ord Dec 7  
 IBBITSON, JAMES HENRY, Leeds, Greengrocer Leeds Pet Dec 6 Ord Dec 6  
 KOEHLER, RICHARD, Old st High Court Pet Oct 29 Ord Dec 6  
 LOCKWOOD, THOMAS, Brighton, Grocer Brighton Pet Dec 5 Ord Dec 5  
 MALLETT, GEORGE, Pokendown, co Southampton, Builder Poole Pet Nov 22 Ord Dec 3  
 MILLS, REUBEN, West Hartlepool, Grocer Sunderland Pet Dec 6 Ord Dec 6  
 PARFREY, JAMES, Swansea, Cycle Maker Swansea Pet Dec 6 Ord Dec 6  
 ROWE, JAMES, and JOSEPH THOMAS JEWELL, Calenick, nr Truro, Cornwall, Millers Truro Pet Dec 6 Ord Dec 6  
 SARGENT, FREDERICK ALEXANDER, Verbena gardens, Hammersmith, Commission Agent to Prudential Insurance Office High Court Pet Dec 5 Ord Dec 5  
 SIMMONS, CHARLES, Granville rd, Hornsey, Traveller High Court Pet Oct 4 Ord Dec 5  
 SIMS, SIMON, Mountain Ash, Glam, Stoker Aberdare Pet Dec 6 Ord Dec 6  
 SNOWDON, F SEATON, Portlaid, Sussex, Manufacturer of Sheep Dip Brighton Pet Oct 11 Ord Dec 7  
 STEVENS, WILLIAM SELLAR, Luton, Beds, Florist Luton Pet Nov 22 Ord Dec 6  
 SYMINGTON, JOHN, ARTHUR SYMINGTON, and ROBERT EMERY COCKROFT, Leeds, Box Makers Leeds Pet Dec 7 Ord Dec 7  
 TATE, JOHN LISTER, Hilderthorpe, Bridlington Quay, Yorks, Collector of Insurance Scarborough Pet Dec 7 Ord Dec 7  
 TRIGO, WILLIAM, Hanley, Potter's Manager Hanley Pet Dec 6 Ord Dec 6  
 WELLSTRADE, FREDERICK EDWARD, Swanage, Dorset, Builder Poole Pet Nov 25 Ord Dec 3  
 WEST, HENRY GAMMON, Broadstairs, Kent, Stationmaster Canterbury Pet Nov 4 Ord Dec 3  
 WESTON, THOMAS, Snelston, Derbyshire, Farmer Burton on Trent Pet Dec 6 Ord Dec 6  
 WOMERLEY, JOHN LEE, York, Songman York Pet Dec 2 Ord Dec 2  
 WOODHOUSE, JOSEPH, and JAMES CLAXTON, Goswell rd, Clerkenwell, Boxmakers High Court Pet Dec 5 Ord Dec 5  
 YOUNG, HORACE, Wadhurst, Sussex, late Corn Dealer Tunbridge Wells Pet Nov 30 Ord Dec 6

London Gazette.—Tuesday, Dec. 13.

## RECEIVING ORDERS.

BARNOW, CHARLES, Great Yarmouth, Commission Agent Great Yarmouth Pet Dec 10 Ord Dec 10



BATLIFFE, CHARLES, Redmarley, Worcs, formerly Farm Bailiff Gloucester Pet Dec 8 Ord Dec 8  
 BEX, WILLIAM, Ekestein rd, Clapham Junction, Commercial Traveller Wandsworth Pet Dec 8 Ord Dec 8  
 BOORER, CHARLES JAMES, Walsall, of no occupation Walsall Pet Nov 23 Ord Dec 8  
 BROOK, GEORGE HENRY, Parkhurst rd, Bowes Park, Wholesale Jeweller Edmonton Pet Dec 7 Ord Dec 7  
 CAUSBY, THOMAS, Lower Winchendon, Bucks, Carrier Aylesbury Pet Dec 9 Ord Dec 9  
 COOK, THOMAS CAMPAIN, Newton Abbot, Devon, Pianoforte Dealer Exeter Pet Dec 8 Ord Dec 8  
 COOPER, JOHN BARTLETT, Brynaston st, Edgware rd, Coffee house Keeper High Court Pet Dec 9 Ord Dec 9  
 COTTAM, WILL WHALLEY, Bury, late Licensed Victualler Bolton Pet Dec 9 Ord Dec 9  
 CROWTHER, WILLIAM, Sheffield, Accountant Sheffield Pet Nov 23 Ord Dec 9  
 CURTIS, JOSEPH, Bilston, Staffs, Baker Wolverhampton Pet Dec 8 Ord Dec 9  
 DANIELA, JOHN HENRY, Mountain Ash, Glam, Painter Aberdare Pet Dec 8 Ord Dec 8  
 DUNCAN, WILLIAM ELLIOTT, Lombard st, Commission Agent High Court Pet Nov 23 Ord Dec 9  
 EVANS, WILLIAM, Gifford st, Caledonian rd, Cow-keeper High Court Pet Dec 9 Ord Dec 9  
 EYTON, JOHN, Brittonferry, Glam, Labourer Neath Pet Dec 8 Ord Dec 8  
 FINLAY, WILLIAM PATON, Jackson's bldgs, Finsbury Park, Builder High Court Pet Dec 8 Ord Dec 8  
 GAFFNEY, JOHN, Liverpool, late Licensed Victualler Liverpool Pet Nov 17 Ord Dec 9  
 GIBBS, HENRY, Ipswich, late Innkeeper Ipswich Pet Dec 9 Ord Dec 9  
 GILES, W. O. Montpelier st, Brompton, of no occupation High Court Pet Nov 16 Ord Dec 9  
 GRINLEY, WILLIAM JAMES, the younger, ARTHUR ADAMS, and JAMES TEMPLE, Coventry, Cycle Saddle Makers Coventry Pet Nov 15 Ord Dec 9  
 HART-DAVIES, JOHN, Kingsdown, Bristol, Clerk in Holy Orders Bristol Pet Dec 9 Ord Dec 9  
 HEASMAN, HENRY WILLIAM, Brighton, Watchmaker Brighton Pet Dec 8 Ord Dec 8  
 HOPKINS, EDITH, Westwood, St Stephen's, New Brunswick, Canada, Photographer Exeter Pet Oct 17 Ord Dec 8  
 HUGHES, EDWARD, Solihull, Warwickshire, Builder Birmingham Pet Dec 10 Ord Dec 10  
 JAMES, ALBERT, High Wycombe, Bucks, Chair Manufacturer Aylesbury Pet Dec 10 Ord Dec 10  
 JOHNSON, JOSEPH, Shortheath, nr Wolverhampton, Beer-house Keeper Wolverhampton Pet Dec 9 Ord Dec 9  
 JOHNSON, TOWLETT, Renarth, Glam, Commission Agent Cardiff Pet Dec 6 Ord Dec 6  
 JONES, JOHN, Forth, Glam, Fruiterer Pontypridd Pet Nov 24 Ord Dec 6  
 KAYE, MARTIN THOMAS, Doughty st, Mecklenburgh sq, of no occupation High Court Pet Nov 1 Ord Nov 15  
 LAVIS, WILLIAM HENRY, Nottingham, Stationer Nottingham Pet Dec 8 Ord Dec 8  
 LEE, HENRY, Gorleston, Norfolk, Boatbuilder Gt Yarmouth Pet Dec 9 Ord Dec 9  
 LINKLATER, HENRY & Co, Leadenhall st, Ship Brokers High Court Pet Oct 25 Ord Dec 10  
 LOVELL, HENRY GEORGE, Midsummer Norton, Somerset, Tailor Wells Pet Dec 10 Ord Dec 10  
 MAPP, WILLIAM, Monmouth, late Innkeeper Newport, Mon Pet Dec 9 Ord Dec 9  
 MELLOWS, JOE, Balby, nr Doncaster, Sheep Dipper Sheffield Pet Dec 8 Ord Dec 8  
 NEALE, ALBERT, Steyning, Sussex, Joiner Brighton Pet Dec 8 Ord Dec 10  
 PARSONS, JOHN, Langdon, nr Tunbridge Wells, Kent, Dairyman Tunbridge Wells Pet Sept 23 Ord Dec 8  
 PINCHARD, WILLIAM ARTHUR BIDDLEPH, Dewsbury, Solicitor Dewsbury Pet Dec 9 Ord Dec 9  
 POTTER, THOMAS FAWCETT, Thornaby on Tees, Wheelwright Stockton on Tees and Middlesbrough Pet Dec 7 Ord Dec 7  
 RADCLIFFE, WILLIAM, High st, Camden Town, Watchmaker High Court Pet Dec 9 Ord Dec 9  
 REES, REES MORGAN, Coed Cae Ddu, Aberystwyth, Mon, late Underground Agent Tredgar Pet Dec 10 Ord Dec 10  
 REYNOLDS, JOHN ROBERT LAKELAND, Pokesdown, Christchurch, Haunts, Ironmonger Poole Pet Nov 30 Ord Dec 8  
 SCARBOROUGH, WILLIAM, Nelson, Lancs, Stonemason's Labourer Burnley Pet Dec 10 Ord Dec 10  
 SCOTT, JOHN, Ripon, Yorks, Painter Northallerton Pet Dec 9 Ord Dec 9  
 SINZINIX, ARTHUR, Pontblyddyn, nr Mold, Flint, Chemist Chester Pet Dec 10 Ord Dec 10  
 SMALLPAGE, JOHN, Langroyd, Colne, Lancs, formerly Cotton Manufacturer Burnley Pet Nov 25 Ord Dec 9  
 SPALDING, MONTAGUE, Marybone lane High Court Pet Nov 15 Ord Dec 8  
 SPENCER, WILLIAM BELLAMY, Ely, Auctioneer Cambridge Pet Dec 8 Ord Dec 8  
 STANLEY, THOMAS, Wismore, Walsall, Licensed Victualler Walsall Pet Dec 7 Ord Dec 7  
 SUMMERS, WILLIAM, Lower rd, Rotherhithe, Cheesemonger High Court Pet Dec 8 Ord Dec 8  
 TASTRUM, JOHN, Bucknell, Salop, Farm Labourer Leominster Pet Dec 7 Ord Dec 7  
 TAPLER, CHARLES ROBINSON, Ryde, I W, Greengrocer Ryde Pet Dec 7 Ord Dec 7  
 THOMAS, DAVID, Llandysul, Cardiganshire, Weaver Carmarthen Pet Dec 10 Ord Dec 10  
 VIBLER, HENRY, Hastings, Glider Hastings Pet Dec 8 Ord Dec 8  
 WESTGARTH, HENRY PHILLIPS, Pembroke, Watchmaker Pembroke Dock Pet Dec 9 Ord Dec 9  
 WOOD, FRANK, Minehead, Somerset, Carpenter Taunton Pet Dec 8 Ord Dec 8  
 WOOD, ROBERT, Shipley, Sussex, General Dealer Brighton Pet Dec 8 Ord Dec 8

WOODWARD, HARRY, and FRANK HENRY ALFRED BARNES, Regent st, Auctioneers High Court Pet Oct 25 Ord Dec 8

The following amended notices are substituted for those published in the London Gazette Dec. 9:-

HUTTON, RICHARD BEAT, Birmingham, Brewer Birmingham Pet Dec 6 Ord Dec 6  
 BOWTHER, GEORGE, and MARGARET BOWTHER, Brampton, Cambrid, Grocers Carlisle Pet Dec 7 Ord Dec 7

## FIRST MEETINGS.

BARNES, CHARLES, Sheffield, Cutlery Forger Dec 21 at 1 Off Rec, Figgins lane, Sheffield  
 BAYLIFFE, CHARLES, Redmarley, Worcs, formerly Farm Bailiff Dec 20 at 11 Off Rec, 15, King st, Gloucester  
 BULL, STEPHEN, Winchester, Chimney Sweeper Dec 20 at 3 Off Rec, 4, East st, Southampton  
 COATES, CHARLES, Linthorpe, nr Middlesbrough, Mercantile Clerk Dec 21 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 COOK, THOMAS CAMPAIN, Newton Abbot, Devon, Pianoforte Dealer Dec 22 at 11 Off Rec, 13, Bedford circus, Exeter  
 COSTER, JAMES, Eastbourne, Builder Dec 21 at 2.30 Off Rec, 24, Railway app, London Bridge  
 CUTBERT, WEBSTER, Thornaby on Tees, late Grocer Dec 21 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 DUNFORD, JOHN HARTLEY, Rotherham, Hair Dresser Dec 21 at 2.30 Off Rec, Figgins lane, Sheffield  
 EADES, SIMON, Park gate, nr Rotherham, Grocer Dec 21 at 2 Off Rec, Figgins lane, Sheffield  
 ELLIOTT, JAMES, South-Eastern District Post Office, Blackman st, Borough, Chief Clerk Dec 21 at 12 Bankruptcy bldgs, Carey st  
 FRITH, ROBERT ANDREW, Whitwick, Leics, Grocer Dec 21 at 2.30 Off Rec, 86 James's chimbrs, Derby  
 GELDER, FREDERICK, Doncaster, formerly Extractor Dec 21 at 12.30 Off Rec, Figgins lane, Sheffield  
 GIBBS, HENRY, Ipswich, late Innkeeper Dec 20 at 12 30, Prince's st, Ipswich  
 HUMPHREYS, EDWARD GEORGE, Menai Bridge, Anglesey, Hotel Keeper Dec 21 at 2 Crypt chimbrs, Chester  
 HUMPHREYS, ROBERT, Croydon, Watchmaker's Assistant Dec 20 at 11.30 24, Railway approach, London Bridge  
 JOHNSON, CHRISTOPHER, Fairfield, nr Stockton on Tees, Farmer Dec 21 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 JONES, JOHN, Forth, Glam, Fruiterer Dec 22 at 12 Off Rec, Merthyr Tydfil  
 JOULE, FRANCIS, Blomfield rd, Shepherd's bush, Brewer's Traveller Dec 20 at 2.30 Bankruptcy bldgs, Carey st  
 KIGHTLEY, JAMES, Great Grimaby, Musician Dec 21 at 11.30 Off Rec, 15, Osborne st, Gt Grimaby  
 LANGFORD, JOHN, Halswood, Worcs, Grocer Dec 21 at 12 Off Rec, Dudley  
 LOCKWOOD, THOMAS, Brighton, Grocer Dec 20 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 MACE, JOSEPH FREDERICK, Balham, Surrey, Ladies Outfitter Dec 21 at 11.30 24, Railway approach, London Bridge  
 MOORE, BENJAMIN, Liverpool, Master Cooper Dec 21 at 3 Off Rec, 35, Victoria st, Liverpool  
 MORRIS, HENRY A, Swansco, Grocer Dec 21 at 12 Off Rec, 31, Alexandra rd, Swansea  
 MURPHY, RICHARD LEWIS, Milton rd, Acton, of no occupation Dec 21 at 3 Off Rec, 36, Temple chimbrs, Temple avenue  
 NATHAN, HARRY RAYMOND, Plymouth, Pianoforte Seller Dec 20 at 11 10, Althamstead ter, Plymouth  
 NORTHWOOD, DAVID, Cotton End, Eastcliffe Beds, Farmer Jan 3 at 11 Off Rec, 84 Paul's sq, Bedford  
 PINCHARD, WILLIAM ARTHUR BIDDLEPH, Dewsbury, Solicitor Dec 22 at 3 Off Rec, Bank chimbrs, Batley  
 POTTER, THOMAS FAWCETT, Thornaby on Tees, Wheelwright Dec 22 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 REECE, ANNIE ISABELLA, Wood st, Jersey Manufacturer Dec 20 at 11 Bankruptcy bldgs, Carey st  
 ROWTHER, GEORGE, and MARGARET BOWTHER, Brampton, Cambrid, Grocers Dec 22 at 12 12, Lonsdale st, Carlisle  
 ROWSE, JAMES, and JOSEPH THOMAS JEWELL, Calenick, nr Truro, Cornwall, Millers Dec 20 at 12.30 Off Rec, Bosconen st, Truro  
 RUDDER, JAMES CHARLES, Whithy, Grocer Dec 26 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 SARGENT, FREDERICK ALEXANDER, Verbena gardens, Haineworth, Commission Agent to Prudential Insurance Office Dec 21 at 11 Bankruptcy bldgs, Carey st  
 SPENCER, WILLIAM BELLAMY, Ely, Auctioneer Dec 23 at 12 Off Rec, 5, Pesty Cury, Cambridge  
 STANLEY, THOMAS, Wismore, Walsall, Licensed Victualler Jan 12 at 11 Off Rec, Walsall  
 THORNTWHAITE, JOHN, Stockton on Tees, late Licensed Victualler Dec 21 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 TRIGGS, WILLIAM, Hanley, Potter's Manager Dec 20 at 11.15 Off Rec, Newcastle on Tyne  
 UDALL, CHARLES, Mona Hotel, Henrietta st, Covent Garden Dec 23 at 12 Bankruptcy bldgs, Carey st  
 VARTY, F, Charing Cross mansions, Manufacturer Dec 21 at 2.30 Bankruptcy bldgs, Carey st  
 WALL, JOHN, Birmingham, Machinist Dec 21 at 11 23, Colmore row, Birmingham  
 WARREN, WILLIAM WALES, Gt Grimaby, Fishman Dec 21 at 11 Off Rec, 15, Osborne st, Gt Grimaby  
 WARREN, SARAH ELIZABETH, Barton on Humber, Tailor Dec 21 at 10.30 Off Rec, 15, Osborne st, Gt Grimaby  
 WATKINS, HENRY PHILLIP, Westminster, Glam, Draper Dec 20 at 12 Off Rec, Merthyr Tydfil  
 WELLINGS, GEORGE, Tipton, Staffs, Coalmaster Dec 22 at 11 Off Rec, Dudley  
 WESTON, STANLEY, Hastings, Wheelwright Dec 20 at 3 Off Rec, 4, Pavilion bldgs, Brighton

WESTON, THOMAS, Snelston, Derbyshire, Farmer Dec 20 at 3.30 Green Man Hotel, Ashbourne  
 WILLIAMS, FRANK, Stockport, Provision Dealer Dec 20 at 11.30 Off Rec, County chimbrs, Market place, Stockport

WOOD, FRANK, Minehead, Somerset, Carpenter Dec 22 at 12 Off Rec, 50, Hammet st, Taunton

WOODHOUSE, JOSEPH, and JAMES CLAXTON, Goswell rd, Clerkenwell, Box Maker Dec 22 at 12 Bankruptcy bldgs, Carey st

YOUNG, HORACE, Wadhurst, Sussex, late Dealer Corn Dec 21 at 2.30 Spencer & Hother, Mount Pleasant, Tunbridge Wells

## ADJUDICATIONS.

ASHTON, CHARLES JAMES, Essex rd, Islington, Provision Dealer High Court Pet Dec 7 Ord Dec 8  
 BARNARD, THOMAS, Chapelow pl, Westbourne gr, Laundryman High Court Pet Nov 14 Ord Dec 9  
 BARROW, CHARLES, Gt Yarmouth, Commission Agent Gt Yarmouth Pet Dec 9 Ord Dec 10  
 BAYLIFFE, CHARLES, Redmarley, Worcs, formerly Farm Bailiff Gloucester Pet Dec 8 Ord Dec 8  
 BEACH, WILLIAM, Exeter rd, Brondesbury, Builder High Court Pet Nov 7 Ord Dec 7  
 BENNETT, GEORGE FREDERICK, Birmingham, Builder Birmingham Pet Nov 3 Ord Dec 10  
 BEX, WILLIAM, Ekestein rd, Clapham jnctn, Commercial Traveller Wandsworth Pet Dec 7 Ord Dec 8  
 BROOK, GEORGE HENRY, Parkhurst rd, Bowes park, Wholesale Jeweller Edmonton Pet Dec 7 Ord Dec 7  
 BROWN, WILLIAM JAMES, Hulme, Manchester, Provision Dealer Manchester Pet Dec 6 Ord Dec 6  
 BURGESS, WILLIAM, Charterhouse sq, Printer High Court Pet Nov 4 Ord Dec 7  
 CALDERWOOD, GEORGE HENRY, Farringdon rd, Artificial Flower Material Manufacturer High Court Pet Dec 3 Ord Dec 8  
 COOK, THOMAS CAMPAIN, Newton Abbot, Devon, Pianoforte Dealer Exeter Pet Dec 7 Ord Dec 8  
 COTTAM, WILL WHALLEY, Bury, late Licensed Victualler Bolton Pet Dec 9 Ord Dec 9  
 DANIELA, JOHN HENRY, Mountain Ash, Glam, Painter Aberdare Pet Dec 8 Ord Dec 8  
 EVANS, WILLIAM, Gifford st, Caledonian rd, Cowkeeper High Court Pet Dec 9 Ord Dec 9  
 EYTON, JOHN, Brittonferry, Glam, Labourer Neath Pet Dec 8 Ord Dec 8  
 GIBBS, HENRY, Ipswich, late Innkeeper Ipswich Pet Dec 9 Ord Dec 9  
 GILCHRIST, CLARENCE RAYMOND, Fenchurch st, Steamship Manager High Court Pet Oct 15 Ord Dec 9  
 HEANE, CHARLES HENRY, Woking, Surrey, Coal Merchant Guildford and Godalming Pet Oct 24 Ord Dec 8  
 HEASMAN, HENRY WILLIAM, Brighton, Watchmaker Brighton Pet Dec 8 Ord Dec 8  
 HUTTON, RICHARD BEAT, Birmingham, Brewer Birmingham Pet Dec 6 Ord Dec 6  
 JOHNSON, JOSEPH, Shortheath, nr Wolverhampton, Beer-house Keeper Wolverhampton Pet Dec 9 Ord Dec 9  
 JONES, JOHN, Forth, Glam, Fruiterer Pontypridd Pet Nov 24 Ord Dec 6  
 JOULE, FRANCIS, Blomfield rd, Shepherd's bush, Brewer's Traveller High Court Pet Nov 11 Ord Dec 7  
 LAVIS, WILLIAM HENRY, Nottingham, Stationer Nottingham Pet Dec 8 Ord Dec 8  
 LEE, HENRY, Gorleston, Norfolk, Boat Builder Great Yarmouth Pet Dec 9 Ord Dec 9  
 LIVESLEY, EVERARD WILLIAM, The Willows, Shepperton, late Parliamentary Agent Kingston, Surrey Pet Dec 3 Ord Dec 9  
 LIVINGSTON, JOHN BISHOP, Scarborough, Builder Scarborough Pet Nov 21 Ord Dec 9  
 LOVELL, HENRY GEORGE, Midsummer Norton, Somerset, Tailor Wells Pet Dec 10 Ord Dec 10  
 MACINTYRE, HUGH, Wolverhampton, Public-house Manager Wolverhampton Pet Nov 26 Ord Dec 9  
 MAPP, WILLIAM, Monmouth, late Innkeeper Newport, Mon Pet Dec 9 Ord Dec 10  
 MELLOWS, JOE, Balby, nr Doncaster, Sheep Dipper Sheffield Pet Dec 8 Ord Dec 8  
 MOORE, BENJAMIN, Liverpool, Master Cooper Liverpool Pet Nov 19 Ord Dec 10  
 NEALE, ALBERT, Steyning, Sussex, Joiner Brighton Pet Dec 8 Ord Dec 10  
 OSBORNE, HERBERT, and THOMAS CURRY SCOTT, South Shields, Ship Owners Newcastle on Tyne Pet Nov 9 Ord Dec 10  
 PALMER, JOHN ALEXANDER, Liverpool, Ironmonger Liverpool Pet Nov 11 Ord Dec 9  
 PARKER, DAVID, Lewisham, Kent, Tobaccoist Greenwich Pet Nov 23 Ord Dec 6  
 PETTIT, HENRI LOUIS ELLISON, and WILLIAM EVANS, Vauxhall Bridge rd, Tailors High Court Pet Nov 3 Ord Dec 7  
 POTTER, THOMAS FAWCETT, Thornaby on Tees, Wheelwright Stockton on Tees and Middlesbrough Pet Dec 7 Ord Dec 7  
 RADCLIFFE, WILLIAM, High st, Camden Town, Watchmaker High Court Pet Dec 9 Ord Dec 9  
 RAYNER, WILLIAM SEBASTIAN GEORGE, Throgmorton avenue High Court Pet Sept 10 Ord Dec 8  
 REES, REES MORGAN, Coed Cae Ddu, Aberystwyth, Mon, late Underground Agent, Tredgar Pet Nov 10 Ord Nov 10  
 ROSE, GEORGE, Gt Warley, Essex, Licensed Victualler Chelmsford Pet Nov 7 Ord Dec 6  
 ROWTHER, GEORGE, and MARGARET BOWTHER, Brampton, Cambrid, Grocers Carlisle Pet Dec 6 Ord Dec 6  
 SCOTT, JOHN, Ripon, Yorks, Painter Northallerton Pet Dec 8 Ord Dec 9  
 SHEARD, CHARLES, Halifax, Butcher Halifax Pet Nov 26 Ord Dec 7  
 SINGER, ABRAHAM, late Thomas st, Buck's row, Whitechapel, Fancy Shoe Manufacturer High Court Pet Nov 16 Ord Dec 9

**SPEECHLEY, WILLIAM BELLAMY, Esq., Auctioneer** Cambridge Pet Dec 8 Ord Dec 8  
**STANLEY, THOMAS, Wismore, Walsall, Licensed Victualler** Walsall Pet Dec 7 Ord Dec 7  
**STONIER, JOHN, JOHN HOLLINHEAD, and EDWARD JOHN STONIER, Hanley, Earthenware Manufacturers** Hanley Pet Nov 16 Ord Dec 9  
**SUMMERS, WILLIAM, Lower rd. Rotherhithe, Cheesemonger** High Court Pet Dec 8 Ord Dec 8  
**TANTRUM, JOHN, Bucknall, Salop, Farm Labourer** Leominster Pet Dec 7 Ord Dec 7  
**TAPLEN, CHARLES ROBINSON, Ryde, I.W. Greengrocer** Ryde Pet Dec 7 Ord Dec 8  
**TAUNTON, GEORGE EDWIN, George st. Mansion House, Financial Agent** High Court Pet Dec 7 Ord Dec 7  
**THOMAS, DAVID, Llanidloes, Cardiganshire, Weaver** Carmarthen Pet Dec 10 Ord Dec 10  
**WESTGAERT, HENRY PHILLIPS, Pembroke, Watchmaker** Pembroke Dock Pet Dec 9 Ord Dec 9  
**WOOD, FRANK, Minehead, Somerset, Carpenter** Taunton Pet Dec 8 Ord Dec 10

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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Thurs., Jan. 12	Thurs., April 27	Thurs., Sept. 7
Tues., Jan. 24	Thurs., May 4	Wed., Sept. 12
Thurs., Jan. 26	Wed., May 13	Thurs., Sept. 21
Thurs., Feb. 2	Thurs., May 18	Thurs., Sept. 28
Thurs., Feb. 9	Thurs., May 25	Thurs., Oct. 5
Thurs., Feb. 23	Thurs., June 8	Wed., Oct. 11
Thurs., March 2	Thurs., June 22	Thurs., Oct. 19
Thurs., March 9	Thurs., June 29	Thurs., Oct. 26
Wed., March 15	Wed., July 12	Thurs., Nov. 2
Thurs., March 23	Thurs., July 20	Thurs., Nov. 16
Wed., March 29	Thurs., Aug. 3	Thurs., Nov. 23
Thurs., April 6	Thurs., Aug. 10	Thurs., Nov. 30
Wed., April 12	Wed., Aug. 16	Thurs., Dec. 7
Thurs., April 20	Thurs., Aug. 24	Wed., Dec. 13

Other appointments for immediate Sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a complete list of their forthcoming sales by auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple-bar, and 15, Old Broad-street, E.C.

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Tues., Jan. 10	Tues., April 25	Tues., July 18
Tues., Jan. 24	Tues., May 2	Tues., July 25
Tues., Feb. 7	Tues., May 9	Tues., Aug. 1
Tues., Feb. 21	Tues., May 16	Tues., Aug. 8
Tues., Feb. 28	Tues., May 30	Tues., Aug. 15
Tues., March 7	Tues., June 6	Tues., Aug. 22
Tues., March 14	Tues., June 13	Tues., Oct. 3
Tues., March 21	Tues., June 20	Tues., Oct. 17
Tues., March 28	Tues., June 27	Tues., Oct. 31
Tues., April 11	Tues., July 4	Tues., Nov. 14
Tues., April 18	Tues., July 11	Tues., Dec. 5

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

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 JAMES H. SCOTT, Secretary.



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